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KERSHAW COUNTY *South Carolina*
82 pages
Clerk of Court

MINUTES, COURT OF EQUITY
1817-1829

v. 2

W.P.A.

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FEBRUARY TERM 1817

Exors John Adamson
vs
John Adamson
Alex.r Adamson
W.M Adamson

REPORT

I have examined the matters referred to Me by the Order made in this Case and respectfully submit the following report.

That it will conduce to the interest of the Defendants, and therefore recommend that the following arrangements to be made and pursued in the Management of their estates, that is to say

That the slaves which shall be assigned to the defendant John Adamson on the division on the Slaves bequeathed to him and his brothers- should be taken Charge of by the Complainants Francis A De Leislaine and his Wife Amelia and worked on the plantation devised to him - that one third of the Bank Stock of the South Carolina Bank, of the Bank of the United States and the Six per Cent Stock of the United States bequeathed to and subscribed for the said John and his brothers should be assigned to the said Francis A De Leislaine and his Wife in trust for the said John Adamson, that the proceeds of the said Plantation; the dividends of the said Bank stock, and interest of the said United States Stock, after defraying the expenses of the education and support of the said John be vested in United States Stock or Stock of the State

FEBRUARY TERM 1817

State of South Carolina or Bank Stock annually under the direction of this Court and that the said Francis A DeLeislaine and Amelia his wife do Account Annually before the Commissioners of this Court for their receipts and expenditures of the Estates thus Committed to their Charge

That during the time in which the plantation devised to the said Alexander Adamson Cannot be Cultivated the said John Boykin be permitted, (himself,) to hire Slaves the slaves of the said Alexander, at such price as shall be approved by the Commissioner of this Court; That, One third part of the said Bank Stock; and United States Stock be assigned to the said John Boykin in trust for the said Alexander Adamson; That the hire of the said slaves; dividends of the said Bank Stock and interest of the United States Stock after defraying the expenses of the education and support of the said Alexander Adamson be annually Vested in Stock of the said Alexander Adamson or of the United States under the direction of this Court and that the said John Boykin do Account Annually before the Commissioner of this Court for his receipts and expenditures of the Estates thus Committed to his Charge.

That during the time in which the plantation devised to the said W.M Adamson Cannot be Cultivated the said Lewis Ciples be permitted to take Charge of the slaves of the said William Adamson and hire them out on private Contract or to rent Lands and work them; that one third of the said Bank Stock and Stock of the United States; be assigned to the said

FEBRUARY TERM 1817

Lewis Ciples in trust for the said William Adamson that the hire of the said slaves, or produce of the Lands worked by them; dividends of the Bank Stock, and interest of the United States Stock after defraying the expenses of the education and support of the William be annually invested in Stock of this State or of the United States or Bank Stock under the direction of this Court, and that the said Lewis Ciples do account annually before the Commissioners of this Court for his receipts and expenditures of the Estates thus Committed to his Charge.

I Recommend that the Complainants and defendants be permitted from time to time to apply to this Court for further directions and dispositions of the funds aforesaid;

J Carter Com.r Rq.r

11 Feb'y 1817

FRIDAY 20.th JUNE 1817.

The Court met agreeably to adjournment

Thomas Welsh)
 VS) Bill for Partition
 Samuel Jones et al)

The Commissioner having Submitted the following Report, to wit, "Sam Jones et al ads Thomas Welsh: On examining the exception to the Commissioner's return referred to me, I report that I find no fact to warrant the inference that there has been any error in the return of the Commissioners to this writ of Partition." It is thereupon ordered and decreed that the return of the Commissioners to the writ of Partition in this Case be Confirmed and that each of the parties be put into possession of the Lands assigned to them.

(Return of the Commissioners)

The real Estate of William Welsh deceased valued at \$5770.
 Quotient of Samuel Jones Son 1/3 of 2/21 \$183.18
 Ditto of William Jones, Samuel
 Jones Jr. and John Jones (Sons of
 Samuel Jones Sen.) 2/3 of 2/21 each 274.76,
 S. Jones & Sons among them 457.94

C.r

By Land allotted you worth 670. Bal. due Estate \$212.06
 Quotient of Thomas Welsh 17/21 4670.95
 Do. of Sherard Gray 2/3 of 2/21 91.59 transferred to
 J. Welsh & S. Gray 4762.54 (Th. Welsh)

C.r

By Land allotted you worth 4900. Bal. due Estate 137.46

Quotient of Hugh Blakeney, Thomas
 Blakeney, Jane Blakeney, Mary Blakeney
 Nancy Blakeney and Eleanor Blakeney
 among them 2/21 549.52

C.r

By land allotted you worth 200.
 Bal. due H. Blakeney & Children 349.52 payable from amo.t
 balances 349.52

JUNE TERM 1817

Eight Months Credit allowed on the balances due the Estate then payable to Hugh Blakeney and Children before named

Pursuant to a writ of partition from the Court of Equity of Camden district dated 6.th of March 1817 to us directed we have caused to be divided the real estate of William Welsh deceased amongst the several heirs thereunto entitled according to the scheme of distribution set forth in the said writ; and Sherard Gray having transferred his right of inheritance in the said estate to Thomas Welsh, a deed of Conveyance in to us has been shown by the said Thomas Welsh we have parted the said Gray's right of inheritance aforesaid and annexed the same to that of the said Thomas Welsh.

The distribution on the whole being exhibited in the above statement and the whole being represented in the plat of a resurvey thereof and the lines of partition running through the same represented by double lines through the said resurvey Plat, so that the Plat A. represents 330 4/10 Acres assigned to Samuel Jones Senior, William Jones, Samuel Jones Junior and John Jones together, the Plat B. represents 350 6/10 Acres assigned to Thomas Welsh including the right of Sherard Gray aforesaid, the Plat C. represents 404 acres assigned to Hugh Blakeney, Thomas Blakeney, Jane Blakeney, Mary Blakeney, Nancy Blakeney and Eleanor Blakeney together

Given under our hands and seals this 24.th of May 1817.

See Plat of resurvey at the top of next page } William Borton (Seal)
 George Miller (Seal) Com
 Richmond Terrell (Seal) sio:
 S.H. Boykin (Seal)
 L. Young (Seal)

JUNE TERM 1817

/Plat too large to be copied/

SOUTH CAROLINA

Pursuant to a Writ of Partition from the Court of Equity of Camden District we have resurveyed the real estate of William Welsh deceased of Lancaster District, which we find sit in the districts of Lancaster and Kershaw in the State aforesaid and on both sides of Little Lynch's Creek, and having such form and marks as the above plat represents, containing 4242 acres, prepared for partition amongst the heirs of the said deceased.

Resurveyed 22.d May 1817.

S.H. Boykin D.S.
 L. Young D.S.

JUNE TERM 1817

Mary Cunningham et al }
VS } Bill for discovery and division
William Nettles et al }

It appearing to the satisfaction of the Court that James Scantling one of the defendants in this Case resides without the limits of the State, It is ordered that he do within three months from this date appear to the bill filed in this Case, or in default thereof, it will be taken as to him confessed.

John Russell }
VS } Bill for discovery and relief
The heirs of David }
Russell & Geo. Miller }

On the subject of the sale of the Land made by order of the Court in the above Case, the Commissioner having submitted the following report viz "The property directed to be sold in the above Case was after being duly advertised exposed to public sale before Kershaw Court house on the first Monday in May last, whereof John Russell the Complainant in the above case became the purchaser at the price of two thousand one hundred and ten dollars

I further report that the amount of the decree interest and costs in the above Case has been paid by the defendant James Russell and that the Complainant John Russell has not paid any part of the purchase money but has agreed to relinquish his sale to the said James Russell for the benefit of the heirs of David Russell. I therefore recommend that the titles be executed to the said James Russell of the said Land for the use of the heirs

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of David Russell, charging the said Land notwithstanding with the monies paid by the said James Russell and with all monies he shall hereafter pay in discharge of the debts of the said David Russell and for the expenses of defending the above suit in employing Counsel and otherwise."

It is therefore Ordered that the report of the Commissioner be confirmed and he do execute titles to the said James Russell in the manner pointed out in said report, and that the said John Russell be discharged from his said purchase

Stephen Harmon }
V. } Bill for relief
John Craven }

It is ordered that this Case be referred to the Commissioner to examine into the matters and things contained in the bill and answer, and report thereon as to the mistakes alleged to have been made.

James Perry et ux }
V } Bill
Samuel Dixon }

It is ordered that the matters and things of account involved in this Case be referred to the Commissioner.

Stephen Harmon }
V } Bill
John Craven }

The Commissioner having submitted the following report bill and from the

JUNE TERM 1817

evidence which they contain as well as from other testimony, believe that a mistake has been made in the Conveyance from the defendant to Complainant and that the southeastern boundary should be land laid out to William Kershaw instead of James Bryan's Land."

J. Carter

It is ordered that the same be confirmed and that all that tract of Land known by the name of Richhill situate on Cook's branch in Camden district bounded south east on land laid out for William Kershaw north east on Land laid out for Darling Jones north east on Oglevie's and William Elkins' Lands and south west on Land laid out for Philip Scofield and which was originally granted to the said John Craven, be vested in said Complainant Stephen Harmon.

Peters & Harrison }
V } Bill.
A.A. McChorter & }
Sherard Gray }

The bill having been taken pro Confesso as to Sherard Gray and the defendant A.A. McChorter having answered by his Guardian ad litem; it is therefore ordered and decreed that the Complainants do recover against the said Sherard Gray the sum of two thousand Seven/hundred/ and eighty dollars and ninety four Cents and that he be enjoined from negotiating three notes of hand given by John McNeil and John Naudin Amounting together to the sum of thirty two hundred dollars and upwards, that notice to this effect be published in such newspapers as the Commissioner shall direct. That the said A.A. McChorter and Sherard Gray do immediately deliver to the Commissioner of this Court the said notes and all other notes or other evidences of debt due them on the sale of goods of the Concern

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in Camden and effects of the said Concern in their hands, to be subject to the future order of this Court, if in their hands or possession. That John McNeil and John Naudin have notice of this order.

Peters & Harrison }
V. } Bill.
A.A. McChorter }

the answer of the defendant having been put in by his guardian ad litem, and it appearing that he has a horse and Carriage which were purchased by funds of the store at Augusta and that that Concern is not closed. It is therefore ordered and decreed that the said A.A. McChorter do immediately deliver to the Commissioner the said horse and Carriage and all notes or evidences of his debts due the said Concern at Augusta, and all effects which are in his power or possession to be subject to the future order of this Court and that the Commissioner do sell at public sale all the said effects on such terms as he shall deem most for the interest of the parties.

Edmund Kensity }
V. } Bill.
John S. Willett & }
Willie Vaughan }

The Commissioner having submitted the following

"I have examined the accounts of the defendants in this Case and find that allowing Commissions at five percent and dividing the same equally among the defendants, that the defendant Abram Blanding is a creditor in the sum of three dollars and sixty three Cents; that Willie Vaughan is a debtor to the amount of three thousand and nine hundred dollars and

JUNE TERM 1817

and forty two Cents and interest thereon from the first day of January in the year of our Lord One thousand eight hundred and thirteen, and that John S. Willett is a debtor to the amount of eight hundred and twenty dollars and fifty eight Cents and interest from the same time, making an aggregate in the hands of the defendants of four thousand seven hundred and seventeen dollars and twenty /thirty/ seven Cents, which is to be distrib-

uted among the Creditors of the said William Vaughan in the following Sums, Viz. to

Thomas W. Pryor	896.56	Joshua Reynolds	14.
Wm Rabb & Co	98.35	John Davis	8.10
Lacy Abbott	7.76	Wm Brasington	17.85
Thomas Archer	4.66	Jgnas Folmer	9.93
William D. Parker	.42	Isaac Ross	.50
George Reid	1.37	Zach. Nettles	17.22
Charles Meagy	10.22	Isaac Knighton	47.73
Richard Brown	.06	Joseph Nickle	.10
James K. Douglas	3.86	Samuel Breed	9.66
Phineas Thornton	1.14	B. Matheson & Co	.94
Thomas B. Gallaher	15.10	Wm Blanding	1.31
William Nixon	29.87	Anthony Findley	3.71
Edmund Kenney	124.52	Willie Vaughan	1864.40
Robert Jones	2.24	James Ervin	85.34
William Burgoine	26.90	John Caldwell	103.68
Richard Pryor	55.76	George Nugent	443.27
William Rabb	25.32	Joshua Boner	166.42
Peter Smith	29.06	Nathan Bart	63.72
Richard Allison	443.79		

And that each of the above creditors is entitled to receive interest on the amount of his above stated demand from the first day of January in the year of our Lord one thousand eight hundred & thirteen.

J. Carter Com.r
19 June 1817

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It is ordered that the same be confirmed and that the defendants do immediately pay into the hands of the Commissioner the sums in their hands with interest and that the Commissioner do receive from either of the defendants in lieu of Cash the discharges which they may hold or may hereafter obtain from any of the said Creditors.

Jennings, Tucker & Co }
John Kershaw et al } Bill

It appearing that Robert Henry a defendant in this Case resides out of the limits of this State, Therefore ordered that said Robert Henry do appear to the above Case and demur, plead or answer to Complainants bill on or before the first day of January next or said bill will be taken pro Confesso against him. That the defendants Ben. Perkins, Sarah Perkins his wife, John Kershaw and Mary Kershaw do plead or answer on or before the first day of January next and that on reference the defendants do answer on oath all such questions as shall be put to them in relation to the subject of this bill.

John Kershaw et al }
v. } Bill
Samuel W. F. Dubose et al }

In this Case the Commissioner having submitted the following report

"I have examined the accounts and other demands against the Estate of Captain Isaac Dubose deceased and such as have been exhibited before me amount to ten thousand

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eight hundred and six dollars and ninety two Cents with interest Calculated thereon to the first day of July next. That there are in the hands of Francis S. Lee Esq. r late Sheriff of Kershaw District funds of said estate amounting to one thousand and ninety dollars and eighty two cents- I further report that the real estate which the said Isaac Dubose died seized of is first liable to the satisfaction of the debts due by the said Estate

J. Carter Com.r"

and the following exceptions having been filed

"Sam. W. F. Dubose et al }
ads } Exceptions to Commissioner's report
John Kershaw et al }

In this Case John McClelland and Mary Louisa his wife except to the Commissioner's report so far as the share of Land that they are entitled to of the Estate of Isaac Dubose deceased is subjected to the payment of the debts of the said Isaac Dubose. But submit that the part of the Land that John Dubose is entitled to as heir of the said Isaac Dubose is chargeable with a fifth part of the amount of the debts of the said Isaac Dubose, and that the balance of the debts of the said Isaac Dubose is chargeable upon the personal estate of the said Isaac Dubose bequeathed to the children of Serre Dubose, Maria Louisa the wife of John McClelland and her children, Samuel F. W. Dubose, and Harriet Kershaw and her children in proportion to the amount of their several legacies
Levy & Starke for Def.ts"

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It is ordered that the said report so far as the same is not excepted to be confirmed and that the said exception be sustained; It is therefore ordered and decreed that the portion of the real estate of the said Isaac Dubose that is descended to the said John Dubose as heir of the said Isaac Dubose be charged with the payment of one fifth part of the debts of the said Isaac Dubose, and if the Land so descended to the said John Dubose is not sufficient to pay the said one fifth part of the said debts, then the balance to be raised from the personal estate of the said Isaac Dubose that was bequeathed to the children of the said John Dubose by the last will and testament of the said Isaac Dubose; And as a sale of the real estate of Isaac Dubose which has descended to the said John Dubose cannot be effected to meet the immediate demand of the creditors: It is ordered that the Commissioner of this Court do sell as much of the personal estate bequeathed to the children of the said John Dubose as will be sufficient to pay one fifth part of the debts of the said Isaac Dubose, and that the real estate descended to the said John Dubose be charged with the same.

And it is further ordered and decreed that the remaining four fifth parts of the debts of the said Isaac Dubose be chargeable upon the personal estate of the said Isaac Dubose bequeathed by the last will and testament of the said Isaac Dubose to the children of Serre Dubose, Maria Louisa McClelland and her children Isaac Trent, Martha Trent, William Trent and Mary B. Trent, Samuel F. W. Dubose and Harriet Kershaw and her children in proportion to the amount bequeathed to them by the said last will and testament of the said Isaac Dubose.

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And it is further ordered and decreed that when any of the said legatees shall discharge their proportion of the said debts, that the Commissioner shall proceed to raise the balance of the said debts from the property bequeathed to the other legatees until the same shall be exhausted- And it is further ordered and decreed that the division of the personal estate of the said Isaac Dubose that has been made between the legatees of the said Isaac Dubose be confirmed, that the Commissioner do pay over to John Dubose the trustee of his two eldest children the legacy of two hundred dollars given to them.

And it is further ordered and decreed that all the estate which the said Harriet Kershaw wife of the said John Kershaw takes under the will of her father be settled to the sale and separate use of the said Harriet during her natural life and after her death to the heirs of her body who may be living at the time of her death and share alike.

MS

Joseph Patterson et ux }
Charlotte Collins et al } Bill Continued.
Nathaniel Barber }
George Warler et al } Bill for partition

The Bill having been taken Pro Confesso in this Case it is ordered that a writ of partition do issue directed to

requiring them to divide the said Estate according to the prayer of the Bill.

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Peters Harrison }
V. } Bill.
A.A. McWhorter }

It is ordered that the defendant as soon as he shall have given bail to answer the decree and shall have complied with the orders made in this Case, he have leave to depart from this State.

The Court adjourned to Feb. term next.

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At a Court of Equity began holden for Camden district on the first Wednesday after the third Monday in February in the year of our Lord one thousand eight hundred and eighteen.

Present the honorable Thomas Bates Esquire

Admor William M. McDonald }
V. } abated as to Middleton M. McDonald.
Middleton M. McDonald et al }
George Wade by his Guardian }
V. } Abated by death of Def.t
Middleton M. McDonald }
John Sims et ux et al }
V. } Bill for Injunction & relief.
Charles Mackey et ux }

The bill in this case being read and the defendants having made no answer to the same

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but consented that the following order be made It is ordered and decreed that the prayer of the said bill be granted, and that the said Charles Mackey and Lydia his wife be and are hereby perpetually enjoined from removing the negro slave Matilda and her child Jesse mentioned in Complainant's bill and any other issue the said Matilda may have from out the limits of this State and jurisdiction of the Court and also from disposing of the same; and that the said Charles Mackey and Lydia his wife do within ten days enter into bond with good Security in the sum of two thousand five hundred dollars, Conditioned that the said Charles Mackey and Lydia his wife shall not remove the said negro slave Matilda and her child Jesse and any other issue which the said Matilda may have, or any one or more of the same from out the limits of this State and jurisdiction of the Court, and also from disposing of the said slaves or any one or more of them, and that the defendants do pay the Costs of the said suit.

Elizabeth Tamson et al }
V. } Bill.
Adam Tamson and Alexander Tamson }

The bill and answer being read in this case it is ordered that a writ of partition do issue directed to Joseph

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Patterson, William Russell Junior, Joshua Wimberly, William Gardner and William B. Stover requiring them or a majority of them to divide the real estate of Adam Tamson deceased mentioned in the bill and particularly set forth by defendants in their answer and Exhibit C. among the parties

MS

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interested therein according to the prayer of the said bill.

Jennings, Tucker & C.o }
V. } Bill. Continued by Consent
John Kershaw et al }
Mary Rees Adm.r Wm Rees }
V. } Bill Continued by Consent.
Heirs of Robert Barrington)
William Mothershead et al }
V. } Bill. Continued by defendant
George M. cVay }
Exors John Adamson dec.d }
V. } Bill.
John Adamson, William Adamson
and Alexander Adamson }

On motion of M.r Flandng Complainants Solicitor it is ordered that all accounts of the Executors be referred to the Commissioner.

Nathaniel Barber }
V. } Bill.
George Warler et al }

It is ordered that it be referred to the Commissioner to examine and report whether the Lands the subject of this bill can be divided without injury to the Parties interested therein.

Elizabeth Tamson et al }
V. } Bill
Adam Tamson & Alex.r Tamson }

In this Case it is ordered that all the subjects contained in the above bill except as far as the same relates to the Land be referred to the Commissioner.

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EX PARTE }
Thomas Cusack et al) Petition for sale of Lands

It is ordered that it be referred to the Commissioner to report on the propriety of granting the prayer of the petition.

David George et al }
V. } Bill
Sarah Flake et al }

It appearing that Sarah Flake Jun.r One of the defendants is an infant under the age of twenty one years it is therefore ordered that John Cook be appointed her Guardian ad litem.

Elizabeth Tamson et al }
V. } Bill
Adam Tamson & Alex.r Tamson }

In this Case the Commissioner having submitted the following report "The Commissioner begs leave to submit the following report that he has taken into consideration that part of Complainants' bill and of defendants answer which recommends the sale of the negroes of the estate of Adam Tamson for a

division and is of opinion that it will be impossible to divide the negroes equally and that it will be for the advantage of all the parties interested that the said negroes be sold upon a credit of one year with interest from the time of sale

J. Carter Com'r Rq

It is ordered that the same be confirmed and that the said Commissioner do sell the said negroes on

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the first Monday in April next within the usual hours of sale before the Court house in Camden upon a credit till the first day of January next with interest taking bond with good Security to be approved by the Commissioner for the payment of the said money.

Holloway James

John Mayrant et al

} It appearing to the Court by his return that the trustee William Mayrant has not

the proceeds of the trust estate in his hands but that the same are in the hands of John Mayrant- It is ordered that the said John Mayrant and William Mayrant do appear personally before the Commissioner and account on oath for the proceeds of the said estate, that the Complainant's debt may be paid him with his costs and so forth.

Hollis Horton

V.
Jeremiah Smith

} Bill.

Ordered on motion of M.R Ballard Compl. Solicitor that Thomas Welsh who is about to leave the State be examined before the Commissioner de bene esse.

Bartlett Jones
Mary Dunlap &
Richard Crawford
Ads
James Purdy

} Bill.

On motion of Desaussure def.t Sol.r Ordered that the defendants in the above Case have an extension of the time to put in their several answers in the above Case until the 1.st May next.

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Butler, Melvin & C.o

V.
Edmund B. Kelly et al

} Bill.

On motion of Desaussure def.t Solicitor Ordered that the Commissioner of this Court be appointed Guardian ad litem for Edmund P. Kelly an infant defendant in the Case above stated.

D. Cantzen et al

V.
Agnes Johnson

} Bill

This Case was argued and the Court pronounced its decree of which the following is the decretal part

"It is ordered and decreed that it be referred to the Commissioner to report what will be a sufficient Security to be given by the defendant for the forthcoming and delivery of the negroes to the Complainants on the termination of the life estate in them which has been conveyed to the defendant."

William Ballard

V.
Rebecca Ballard

} Bill

Ordered that a writ of partition do issue in this case directed to

Commissioners appointed by consent of parties to divide the real estate named in bill and answer in this Case and the negroes therein named into the proportions in bill prayed for, except four negroes said to belong to Rebecca Martin Ballard the right to which is reserved to future investigation- Also ordered that the property when so divided which is so assigned to the Compt.

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be delivered over to William Ballard and Edmund whenever they shall produce to the Commissioner of this Court satisfactory evidence that they are duly appointed Committee of the Lunatic the Complainant and on their giving satisfactory security commensurate with the value of the estate so to be received by them. Also that the defendant do account before the Commissioner for the personal estate of her intestate and for the issues and profits of the real estate which may have accrued since the decease of said intestate.

Also ordered /that/ on payment by Jesse Hood of the sum of Seventy four dollars and Seventy three cents with interest thereon from the time of the decree in the case of Ballard & Hicklin against said Jesse Hood, which decree and costs amount to the above said sum, the purchase made by Lewis Ballard Complainant's intestate in his life time at Sheriff's sale of seventy five acres of land or one undivided fourth part of three hundred acres on Singleton's Creek be relinquished and that the Sheriff of Kershaw District do execute titles of said land so as aforesaid purchased to the said Jesse Hood.

It also appearing to the Court that the sale of a tract of Land about One hundred and Seventy Acres was made by Lewis Ballard in his life time to James Rasberry as set forth and described in defendant's answer and that a part of the purchase money was paid and the said James Rasberry got into possession which possession he has retained for upwards of four years and that the terms of sale were that the said Lewis Ballard should have the said land run out and to make titles to the said James Rasberry to the same for which the said James Rasberry was to pay One dollar per acre.

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It is therefore ordered that Lovick Young be and he is hereby appointed and required to admeasure and lay off to the said James Rasberry the said land so sold as aforesaid and do forthwith return a survey and plat of the same to Rebecca Ballard the defendant, and that upon the said James Rasberry paying into the hands of the said Rebecca Ballard One dollar per acre for the lands to be admeasured and laid off with interest from the first day of January in the year of our Lord One thousand eight hundred and fourteen allowing a credit to the said James Rasberry of a payment made by him to the said Lewis Ballard of twenty dollars on the seventeenth day of April in the year of our Lord One thousand eight hundred and fifteen, that then after receiving the said money which shall be remaining after giving the said credit the said Rebecca Ballard shall execute titles to the said James Rasberry to the said land so to be admeasured and laid off according to the Plat which shall be returned of the same by the said Lovick Young.

Rebecca Tillman

V.
Admors. & heirs of Is. Tillman

} Bill Continued

Peters & Harrison

V.
Gray MacShorter

} Bill Continued by Consent

The Same

V.
A.A. MacShorter

} Bill Continued by Consent

EX PARTE
THOMAS CASACK &
Priscilla his wife

Report On Petition

The Commissioner in this Case having submitted the following report

From the testimony adduced before me in this Case, I believe that a sale of the Land mentioned in the petition of the Guardians in the above Case, would be beneficial to the word of the petitioners, and that the price of One thousand dollars which is offered for it is an ample and sufficient price and therefore recommend the same to be taken- And I further report that the Security given by the Guardians in this Case was given only in contemplation of the personal estate of the said ward, and therefore recommend that the said Guardians do give to the Commissioner a bond with good security in the sum of two thousand dollars to secure the purchase money of said Land.

It is ordered that the same be confirmed. J. Carter Com.r Eq.

Ex parte James Brown) Pet.n for Guardianship
On hearing the petition of James Brown praying to be appointed Guardian of Thomas Abbott it is ordered that he be so appointed on his giving the usual security.

Elizabeth Horton et al)
V.) Bill for Partition
William Cragg et al)

It is ordered that the return of the Commissioners be confirmed and that the sum

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of three hundred and thirty dollars and eight and one third Cents ordered to be paid to William Horton be paid into the hands of the Commissioner of this Court and that he apply the same to the extinguishment of such judgements against the said William Horton which have a lien on the lands divided.

John Kershaw et al)
V.) Report
S.W.P. Dubose et al)

In this Case I report that three judgements were obtained in favor of Fisher Survivor of Edwards & Hughes against Isaac Dubose in his life time in or about the month of April 1792. On which sundry payments were made, the last of which was made the 22nd March 1801 and from the long lapse of time which has taken place since the said last payment was made I am of opinion said judgements have been satisfied and ought not to be paid by the Agent of the estate of the said Isaac without other proof of the said judgements remaining actually unsatisfied than their mere existence in the Clerk's office.

If such judgements are to be paid, they ought to be paid as follows, to wit, the payments which were made generally by the said Isaac in his life time without directing any application thereof, ought to be so applied as not to suffer the Judgement in debt to exceed the penalty of the bond on which it was obtained, the other two judgments being in Assumpsit.

All which is respectfully submitted

To the above report the following exceptions were filed J. Carter Com.r Eq.

John Kershaw et al)
V.) Exceptions
Sam.l W.P. Dubose et al)

The Commissioner having reported on the demands of Fisher the survivor of Edwards

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& Hughes, they do except to the said report and assign as cause of exception.

1.st That there was evidence that these judgments had been revived by scire facies in April term 1799 and that large payments had been made on them in 1800 & 1801 and therefore that the presumption of satisfaction from length of time could not prevail.
2.nd That as the payments were not applied to the bond.
3.rd That if the payments were applied to the Judgements in Assumpsit, the Commissioner ought to have allowed interest beyond the penalty of the bond, the same being secured by judgement.
Desaussure.

Whereupon it is ordered that the first exceptions be sustained, and the two last exceptions be overruled.

James Purdy)
V.) Bill
Bartlett Jones et al)

It is ordered that an injunction do issue in this Case to restrain proceedings on the execution stated in the bill of Complaint till the further order of this Court.

John Kershaw et al)
V.) Bill
Sam. F.W. Dubose et al)

It is ordered on motion of M.r Elandng that a writ of partition do issue directed to Samuel Warren, Jacob Bond Jov, Elias Horry, Frederick Rutledge and Thomas Finckney Junior or a majority of them to divide the real estate of Captain Isaac Dubose deceased among the parties interested according to their several interests.

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Alexander Douglas)
V.) Bill for injunction
Andrew Mcclwain)

The injunction having issued in this case and it appearing that the bill has never been filed in the office it is ordered that the injunction be dissolved.

James M.cDowell)
V.) Bill
Robert Dunlap)
James Dunlap &)
Samuel Dunlap)

It is ordered that the real estate yet remaining unsold and slave Jack mentioned in defendants Answer be sold by the Commissioner of this Court on a Credit till the first day of January next with interest from the day of sale, the purchaser to give bond with good security- The titles to be made but not delivered till the purchase money is paid, and in case the purchase money shall not be paid when due the property to be resold for cash at the risque of the former purchaser- And it is further ordered that the claims of the Complainant and defendants be referred to the Commissioner.

Zebulon Rudolph)
V.) Bill.
William Brasington)

It appearing to the satisfaction of the Court that William Brasington the defendant resides without the limits of this State, it is ordered that he appear to the said bill on or

MS
before the first day of June next, or the bill will be taken
Pro Confesso.

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William Dabney }
V. } abated by death of Defend.t
Samuel Dunlap et al)

Uriah Blackman et ux }
V. } Bill
Tho: Abbott & Beckham }
Abbott }

Lucy Blackman one of the Complainants having departed this life since filing this bill and the coming in of the answers, and her interest in the estate having descended to her husband Uriah Blackman the other Complainant and to her son Thomas Abbott one of the defendants; it is therefor Ordered that this bill stand revived as to the interests so descended; and it appearing to the Court that the defendant Beckham Abbott has been advanced in the life time of the said Thomas Abbott deceased to an amount equal to his share of his father's estate it is ordered that a writ of Partition do issue directed to Peter Warren Benjamin Bineham, Francis S. Lee, John Doby and Alexander Deem Young requiring them to divide the said estate between the said Uriah Blackman and Thomas Abbott according to their several interests and that the accounts of the said Uriah be referred to the Commissioner.

Butler, Melvin & C.o et al }
V. } Bill.
Joseph Kelly and }
Edmund B Kelly }

The bill and answers being read and heard in this Case, it appeared to the Court that the mortgage which belongs to the Complainant A. Blanding was given to secure the said purchase money of the mortgaged premises, and that the mortgage to

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Butler, Melvin & C.o was given to secure the ~~sum~~ payment of goods purchased by the said Joseph Kelly and that out of the proceeds of said goods the improvement on the said premises were erected.

It is therefore ordered and decreed that the mortgaged premises be sold to satisfy the Complainants demand on a credit till the first day of January next, the purchaser giving bond with security, the titles to be made but not delivered and in Case the purchase money shall not be paid when due the Commissioner shall proceed to sell the premises for cash at the risque of the former purchaser. The Costs to be paid out of the Proceeds of the sale.

The Court adjourned till the first Wednesday after the third Monday in June next.

Experte }
Simon B. Abbott) Petition for a Guardian

Chancellor Bates, at chambers, ordered that Henry Abbott be appointed Guardian of the petitioner on his giving the usual security.

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At a Court of equity Commenced and holden for Camden District at Kershaw Court house on Wednesday the 17th day of June in the year of our Lord One thousand eight hundred and eighteen.

PRESENT

The Honorable William Dobein James Esquire
One of the Judges of the said Court.

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Experte }
James Callahan } Petition for the sale of a negro
Admr. Mary Ford }
deceased }

MS

On hearing the petition, ordered that the same be referred to the Commissioner to report thereon.

William Hewins et ux }
V. } Bill
Henry Horn et ux }

The bill in this case by Consent of the defendants is taken Pro Confesso, and thereupon it is ordered and decreed that the purchase made by the administratrix at her own sale be set aside, and the slaves divided among the parties interested therein - that a writ of partition do issue to divide the same directed to Archelaus Atkins, Joseph Mickle and Judah Barrett; and that the accounts for the other part of the estate be referred to the said Archelaus Atkins, Joseph Mickle and Judah Barrett, and that their award or the award of a majority of them be made a rule of this Court.

Admr. William M.cDonald }
V. } Bill Cont.d def.t Middleton
Middleton M.cDonald et al } M.cDonald dead.

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Jennings, Tucker & C.o }
V. } Bill Settled.
John Kershaw et al }

The Court adjourned.

Thursday 18.th June

The Court met agreeably to adjournment.

Thomas Lankford et ux et al }
V. } Bill.
Charles Robinson admr. }

In this Case it is ordered that the order that the bill in this Case be taken pro Confesso be set aside, and that the defendant have time till the first day of August next to file his answer.

Mary Cunningham }
V. } Bill.
William Nettles et al }

In this Case it is ordered that be and is hereby appointed Guardian ad litem of the Minor defendants in this Case.

Experte }
Thomas Whitaker } Petition to be permitted to invest
Stark Hunter & } Minors' property.
Samuel Boykin }

The petition in this case having been heard, it is ordered that the Petitioners be permitted to invest the funds in their hands or to come into their hands belonging to the Minors Burrrell Boykin, Hamilton Boykin and William Boykin in lands and slaves,

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United States Stock, United States Bank Stock, or the Stock of any chartered bank of this State, and that the investment in lands and slaves shall be only made when the same shall be ex-

and reported at beneficial to the said Minor by the Commissioner of this Court.

U. Blackman } Bill for acco.t and partition
V.
Thos. Abbott }

The Commissioner having made the following report
U. Blackman et ux }
V.
R. Abbott & T. Abbott)

In this Case I have examined the accounts of the Complainant Uriah in the presence of the parties interested, and find that said Complainant has paid on account of the estate of the late Thomas Abbott deceased the sum of eight hundred and Ninety dollars and 24 Cents and that he has received of the profits of said Estate six hundred and sixty dollars leaving a balance in favor of said Uriah of two hundred and thirty dollars and 24 Cents, eight ninths of which are chargeable to the defendant Thomas Abbott; the defendant Beckham having been sufficiently advanced by his father in his life time to exclude him from a distributive share of his estate.

J. Carter Com. Rq.
it is ordered that the same be confirmed, and the Commissioners in the Writ of Partition having been made the following return, viz,

SOUTH CAROLINA.

We the Commissioners named in the within writ, after being duly sworn faithfully and impartially to execute the same, have proceeded to view

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the property real and personal of the Estate of Thomas Abbott deceased, and find that the same cannot be divided between the parties interested without manifest injury and inconvenience. We have therefore proceeded to value and appraise the whole property, and assign the same to Thomas Abbott, as follows, viz,

House & Lot	.....	\$1000.
Negroes- Dhrain	.....	\$1000.
Jupiter	.....	450.
Letitia	.....	550.
ary	.....	500.
		\$2600.
		\$600
		\$400.

One ninth part to be paid to U. Blackman
Given under our hands this 8.th May 1818.

Peter Warren (Seal)
Ben Binham (Seal)
Francis S. Lee (Seal)
Jno Loby (Seal)
Alexr Young (Seal)

it is ordered that the same be confirmed and that the defendant Thomas Abbott do pay to the Complainant the sums reported due by him, and that the Costs be paid by the Parties in proportion to their interests in the Estate.

Ex Parte)
John M. McClelland &) Petition
Mary L. M. McClelland)

On hearing the petition in this case and the answer of Benjamin Binham the Executor of R.L. Champion dec'd it is ordered that for the support, education and all expenses of Eliza Bester Champion the infant daughter of the said R.L. Champion the Petitioners be allowed an increased Compensation,

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that is to say, the sum of five hundred dollars instead of three hundred dollars per annum to Commence the first of January last,

and after the first of January next they be allowed one additional servant.

The State }
V.
The Catawba Company } Scifa. Struck off the dockett.

Mary Rees adm. & Wm Rees }
V.
The heirs of Rob.t Darrington } Bill.

This Case was argued on the point whether the Case should be referred, decided that as to the part of M.ra Carter and Eliza Darrington settled by Consent of parties interested and of Counsel, it should not be referred- As to the Case of the other heirs upon a settlement of 1798, and mistakes said to have taken place, it was ordered to be referred

Abram Blanding }
V.
James Smith } Bill for foreclosure.

The bill in this Case has been taken pro Confesso, and the bond and Mortgage are now proved to the satisfaction of the Court, on which it appears there is due to the Complainant the sum of eight hundred and sixty six dollars and eighteen Cents, including interest to this day, It is therefore ordered and decreed that the said mortgage be foreclosed, that unless Defendant shall

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pay to Complainant the said sum of eight hundred and sixty six dollars and eighteen Cents and interest from this day on or before the first day of January next the mortgaged premises be sold by the Commissioner of this Court for Cash.

Zebulon Rudolph }
V.
William Brasington } Bill

The bill in this Case is taken Pro Confesso, and the bonds are proved to the satisfaction of the Court, on which there appears due the sum of one thousand four hundred and ninety eight dollars and sixty two Cents including interest to this day- It is therefore ordered and decreed that the premises mentioned in the bill be immediately sold by the Commissioner of this Court on a credit of twelve months with interest from the date, and so much Cash as will pay the Costs of this suit; and that the Commissioner take bond and good security for the purchase money, and that the defendant do pay to the Complainant any sum that may remain due after the said sale.

Ex parte)
Thomas Blakeney } Petition to be appointed Guardian

On hearing the petition in this Case it is ordered that the Petitioner be appointed Guardian to the Minors mentioned in his petition on his giving the usual Security.

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Rebecca Tillman }
V.
Admor. & heirs of Is.) Bill Continued.
Tillman }

MS James Perry et ux
V.
Samuel Dixon } Bill.

In this case the Commissioner submitted the fol-

lowing report

"I have been attended by the parties in this case and by their consent and agreement report the following arrangement which they have entered into as a final settlement of this case.

The defendant is to pay to Complainants nine hundred dollars and deliver to them James Perry's note for three hundred dollars and the said defendant is to confirm the title of two negroes, Nell and Rhoda which were purchased in the name of the complainant Perry. The Complainants on their part relinquish to the defendant all their claims to the slaves and other property of John Dickson deceased which were purchased at the sale of the said estate by him and all account of the hire of all negroes to which the Complainants are entitled, and the Complainants release the defendant from all further account in this case.

J. Carter Comr Eq.
17 June 1818.

which was ordered to be confirmed.

The Court adjourned.

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JUNE TERM 1818.

FRIDAY 19th JUNE.

The Court met agreeably to adjournment.

Ex parte William M. Ballard } Petition to be appointed a Committee of William M. Ballard a Lunatic & Devereaux Ballard }

On reading the petition it is ordered that William M. Ballard and Devereaux Ballard be appointed Committee a Committee of the estate of the said William Ballard and that they be authorized to take charge of the same on giving security.

John Kershaw et al }
V. } Bill.
Warren F. Dubose et al }

It appearing to the Court that the Commissioner Elias Berry, Frederick Rutledge and Thomas Pinckney Junior named in the writ of partition in this case cannot conveniently act, It is ordered that James E. German, David Gaillard and Charles J. Steedman be substituted in room of the said Commissioners.

And it is further ordered that it be referred to the Commissioner to enquire and report what sum of money the defendants John M. McClelland and Mary L. McClelland are bound to pay to the other parties in this suit for the slave Sue which she received on the division of the slaves of the estate beyond her share.

Willie Vaughan }
V. } Bill - Continued by Consent
John T.C. Vaughan }
& Julia C. Vaughan }

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David George et ux et al }
V. } Bill
Sarah Flake et al }

On hearing the bill and answers in this case, it appears that the purchases of the slaves of Reuben Patterson deceased were made under an order of the Court of Ordinary obtained on the suggestion of the purchasers that such sale was necessary for a division of the estate, that when this order was made, the

Complainants were Minors and that Samuel Flake one of the purchasers at that time acted as the Guardian of the Complainants. The Court are therefore of opinion that on the principles adopted by this Court the purchasers ought to take no interest in the property so purchased by them.

It is therefore ordered and decreed that all the purchases of the slaves made by Samuel Flake, Joseph Patterson and Reuben Patterson be set aside and the whole estate of the intestate be divided among his heirs according to their respective rights and that it be referred to the Commissioner to take an account of the said estate.

Peters & Harrison }
V. } Bill. Continued.
M. Chortor and Gray }

The Same }
V. } Bill. Continued.
Alvin A. M. Chortor }

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Exors. John Adamson dec'd }
V. } Report
John Adamson, Alexander Adamson, & William Adamson }

In this case I have examined the accounts exhibited by the Executors up to the time of the division of the estate among the defendants, all which appear to be well vouched. But there are two charges of Commissions which I have rejected. The Charges are made under the following circumstances. John Adamson the Testator in his life time and at the time of his death was possessed of One hundred and fifty two shares of Planters' and Mechanics Bank Stock, One hundred and fifty shares of Union Bank stock, and \$30,000 of United States 6 per cent stock. On the dividends and interest received the Executors have charged 10 per Cent. This charge I have rejected, and allowed only two and half per Cent. After the death of testator the Executor Lewis Ciples purchased for the defendants out of the funds of the estate which came into his hands four hundred shares in the Bank of the United States. On this investments he has charged 2½ per Cent Commissions which charge I have rejected, but am ready to allow 10 per Cent Commissions on the dividends received or to be received.

J. Carter Comr Eq.
19th June 1818.

To the foregoing report the following Exception was filed. The Complainants except to this report because the Commissions claimed are not allowed.

Bullard Comp. t Solr
Whereon the Court pronounced the following decree

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"The first question on the above report depends upon the 29th clause of the act of 1789 regulating the Compensation allowed Executors and administrators for their trouble which is to the following effect. "Every Executor or administrator for his Care, &c shall receive fifty shillings for every hundred pounds which he shall receive, and fifty shillings for every hundred pounds he shall pay away in credits, debts, &c. But the Executor, Money received, and they are entitled by the clause to fifty shillings. The second question arises upon the proviso to the above clause which is, "The Executor or administrator for his trouble, in letting out monies upon interest and again receiving the same, shall be entitled to retain any sum exceeding twenty shillings for every ten pounds for all sums arising by monies let out to interest." &c. Now it is contended by the Executors that the purchase made of bank stock, was money paid away and that it comes under the latter clause - part of the former clause, allowing fifty shillings, while on the other hand it is urged, that it is the only /the/ letting out monies upon interest, and not entitled to compensation till interest is actually received.

It has been the practice of the Court to confine and not to extend the construction of this clause; no doubt from the injury an extension of it might operate to estates. The act of 1789, could not have contemplated the purchase of bank stock, no banks being then established; but only paying away of monies for credits, debts, legacies or otherwise, that is, for necessary supplies, or expenses of the estate; but not in speculations of profit, which might possibly, tho' it has not in this case, turn to a disadvantage. This kind of purchase is therefore not provided for, unless under the proviso of the act, and as I understand it, money so invested is only let out at a profitable interest. It is an exchange of money for

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stock or scrip, as the letting out is an exchange of money for specialties, both are to draw interest. Then the Executors are not to receive the ten Per Cent but on the dividends or interest when received. For the above reasons the report of the Commissioner is confirmed.

W. M. D. James.

Hollis Horton
V.
Jeremiah Smith } Decree

"After examining a great many witnesses on both sides in this case to prove the deeds held both by Complainant and defendant fraudulent, at the close of the Examination, the parties came to an agreement in Court mutually to give their claims, and to suffer the property of the deceased William Jones who died intestate to be distributed according to the act abolishing the rights of primogeniture. In the Course of the Examination Mrs Jones widow of the intestate had released her right to his property to qualify herself to become a witness for Horton the Complainant, and it is but just that the Claims of the parties should remain as before the examination. It is therefore decreed that the property of the said intestate be distributed according to the said act among his widow and children, that the share of the wife of Smith who is said to be insolvent be settled upon her, and that it be referred to the Commissioner to ascertain the nature and quantity of advances made by the intestate in his life time and the accounts.

W. M. D. James

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William Ballard
V.
Rebecca Ballard
Adm. & Lewis Ballard dec.d) Decree

It appears from the evidence in this case derived from the answer and the evidence of four witnesses, that Rebecca Martin Ballard Martin was the niece of the defendant and defendant on her intermarriage with the intestate Owned a negro child, and he said he would; but that he would not be answerable for her hire. He afterwards sold Penny and bought a wench Esther and her two children Sarah & Emilia which Esther has since another one of the witnesses (Miss Lanley) to a window, and said "look at the negroes I have bought for Rebecca" (meaning Rebecca B. Martin) witness then saw the wench Esther and three children, and the intestate went on to say "I have bought the eldest of the Rebecca. To another witness (Mr. Larrimen) the intestate said "he had bought Esther with little Becky's money- that she and her two children belonged to her, but notwithstanding if she did not behave herself he would sell her, and replace her with other negroes." A third witness (Mr. Ballard) who is also defendant

says in her answer and in testimony, that at the time her husband bought Esther he said expressly "he bought Esther and her two children Sarah and Emilia for Becky." He called them hers afterward, and that

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that Becky has lived with them ever since she was a year and nine months old. To a fourth witness (Mr. Trapp) he shewed the negroes of whom he remembers Esther and said he had sold Penny and bought these- He said would not have sold Penny without Mrs. Ballard's consent as he had given her to little Rebecca- and that he had bought the negroes he shewed him in lieu of Penny- That they were worth more but he did not care." Witness also says that the deceased was a Candid, fair particular man.

Upon this evidence I am clearly of opinion that the gift is established- Therefore it is decreed that the Esther and her three children Sarah, Emilia and Maria be delivered up to defendant in trust for the Minor Rebecca B. Martin, and that the costs be paid out of the Estate.

W. M. D. James

Agnes Johnston
V.
John Dunlap et al. } Bill. Continued on affidavit of Def.t

James McDowall
V.
Robert Dunlap et al. } Bill. Cont.d order for sale extended.

James Creighton et al }
V. } Bill. Continued and leave given to amend
Ex. & Samuel McKee dec.d) the bill.

The Court adjourned till tomorrow morning.

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SATURDAY 20. TH JUNE.

The Court met agreeably to adjournment.

William Mothershead et al }
V. } Bill.
George M. C. Vay

After hearing the bill, answer and evidence in this Case, it is ordered and decreed that the Complainants and defendants do account before the Commissioner of this Court for all the issue of the negro woman Seal, which they now have in their possession or have disposed of, and that the same be divided into two equal parts and one of those parts be assigned to the Complainants and the other part be assigned to the defendant and that the part which shall be so assigned to the Complainants be equally divided among them the said Complainants and that each party so pay his own Costs.

Henry D. W. Alexander
and Isaac B. Alexander
V.
Reuben J. Horton et ux } Bill Continued.

Lydia Parish et al
V.
Jeremiah Parish et al } Bill Referred.

Alexander Douglas
V.
James Douglas et al } Bill Injunction dismissed on the answer of Def.t Perry Coming in.

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Elizabeth Tamsen et al
V.
Executors of Adam Tamsen Dec.d) } Bill.

The Commissioners appointed to divide the real estate of Adam Tanson deceased between the parties respectively entitled to distributive shares of the same according to the last will and testament of the said Adam Tanson deceased having made their return to the writ of partition issued in this case it is ordered that the house of the said Adam Tanson, on the real estate, be sold by the Commissioner of this Court, on the premises on the first Monday in September next, upon a credit until the first day of January next, taking note with approved security for the purchase money. It is further ordered that Alexander Thompson and Adam Thompson the Executors of the said last will and testament of the said Adam Tanson deceased, do account before the Com.r of this Court, and the said Commissioner do report to this Court the amount of the personal estate of the said Adam Tanson deceased, and the amount that each of the parties to this suit are respectively entitled to receive as their distributive shares of said personal estate. It is further ordered that the said Commissioners appointed to divide the said real estate of the said Adam Tanson do amend their return so as to set forth whether Elizabeth Tanson and Adam Thompson ought to pay a sum of money to Alexander Thompson ought to pay a sum of money to Alexander Thompson, and what sum so as to make his distributive share of the real estate equal in value

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to the share of the other legatees-

William Ballard }
v. } Bill for account and partition.
Rebecca Ballard }

It appearing to the Court that the sale of a tract of land of about One hundred and seventy acres was made by Lewis Ballard in his life time to James Gasberry as set forth and described in defendant's answer and that a part of the purchase money, and the said James Gasberry put into possession which possession he has retained for upwards of four years and that the terms of sale were that the said Lewis Ballard should leave the said land and run, out, to make titles to the said James Gasberry to the same for which the said James Gasberry was to pay One dollar per acre for the same. And this Court having at its last sitting appointed and required that Lovick Young should lay off to the said James Gasberry the said land so sold as aforesaid, and should forthwith return a survey and Plat of the same to Rebecca Ballard the defendant and that upon the said James Gasberry paying into the hands of the said Rebecca Ballard one dollar per acre for the land so to be admeasured and laid off with interest thereon from the first day of January in the year of our Lord one thousand eight hundred and fourteen allowing a credit to the said James Gasberry of a payment made by him to the said Lewis Ballard of twenty dollars on the seventeenth day of April in the year of our Lord one thousand eight hundred and fifteen. That then after receiving the said money which state be remaining after giving the said credit the said Rebecca Ballard shall execute titles to the said James Gas-

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berry to the said Land so to be admeasured and laid off according to the plat which shall be returned of the same by the said Lovick Young. And it appearing to this Court that the said Lovick Young has failed and refused to make such survey and plat of the said Land; It is therefore by Consent of parties hereby ordered that Thomas Archer be and is hereby Appointed and required to admeasure and lay off to the said James Gasberry the Land sold as aforesaid and do forthwith return a survey and plat of the same to the said Rebecca Ballard the defendant, and that upon the said James Gasberry paying into the hands of the said Rebecca Ballard one dollar per acre for the Land so to be admeasured and laid off with interest thereon from the first day of January in the year of our Lord one thousand eight hundred and fourteen, allowing the Credit as aforesaid. That then after receiving the said money which shall be remaining after giving the said Credit the said Rebecca Ballard shall execute titles to the said James Gasberry to the said Land so to

be admeasured and laid off according to the plat which shall be returned of the same by the said

It is ordered that the remaining personal Estate part having been sold by the defendant Administratrix of Lewis Ballard deceased, Consisting of horses, mules, plantation utensils, house hold furniture and various articles of other descriptions be sold by the Commissioner of this Court at public sale on the second Monday in August next and day following of such part thereof as is on the plantation belonging to the Estate of said Lewis Ballard lying on Granny's Quarter

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Creek and on the Wednesday and Thursday next after said Monday of such part thereof as is in the town of Camden or elsewhere except on said plantation; and that said sale be on a credit of twelve months purchasers giving good and approved security.

The defendant in this Case having failed to make and give full account it is ordered that the order granted at the last Court for said defendant to account be extended. Also ordered that the order for a Commission granted in this case at the last term Commanding a division of the Lands belonging to the estate of defendant's intestate be extended and Continued. And it is further ordered that the return of the Commissioners to the writ of partition dividing the slaves be confirmed.

Ben Perkins et ux }
v. } Bill of review.
Thomas Lang et al }

It is ordered that the Complainants have leave to file their bill of review for new matters discovered, and that the demurrer to the bill of review be overruled.

Ex parte } Petition
James Callahan Admor. M. Ford dec'd }

Ordered that the report of the Com.r in this Case on petition be confirmed. Also ordered that the negro woman Lynda, be sold by the Com.r for Cash.

John Dunlap et al }
ads. } Bill
Agnes Johnson } Ordered that Robert Robertson a witness in this Case do shew Cause at the

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next sitting of this Court why he should not be attached for not attending this Court as a witness.

James Purdy }
v. } Decree.
Bartlett Jones and }
Admor. and Adm.x }
Samuel C. Dunlap } Complainant became the purchaser of three negroes from the Adm.x and Admor. Samuel C. Dunlap two of the defendants and Bartlett Jones the other defendant married a daughter of said Dunlap and is entitled to a distributive share of his Estate. Complainant gave a bond for the purchase money in the penalty of \$1888.60 secured by a mortgage of the negroes both dated 16th March 1812. On the 18th June 1812 Compt. paid Jones \$300. and took a receipt in favor of himself and against the estate expressly for that sum, which Jones who is now alone interested says was sanctioned by the Adm.x and Admor. Afterwards in November the bond not being paid the Adm.x and Admor. advertised the negroes for sale by the Sheriff of Lancaster district on the first Monday in December on a credit of one day not mentioning Tuesday in the advertisement.

At the sale on Monday Complainant bought in the negroes but the Sheriff refused the Security offered, and gave notice, on Tuesday Complainant purchased in the negroes for \$340. and lost and

child were finally at a second sale on that day bought by Jones for \$345. Complainant offered the receipt in part payment of "ap and \$40 in cash which the Adm.x refused

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and Nap was resold and purchased by the Adm.x for \$302. Jones became the Assignee of the bond and Mortgage, but whether before or after the sale he has not stated in his answer, and we have no proof, but he commenced a suit upon it at law and has obtained judgment. Complainant also obtained a judgment on the receipt against Jones. An Ex'cn was lodged in the Sheriff's office on Jones' judgment to which there was one prior at the suit of "erson. The Sheriff sold on Dawson's Execution and Jones gave him notice in writing to retain the balance of \$488 in his hands which the Sheriff did and afterwards absconded with it. The prayer of the bill is that defendants may account for the proceeds of the sales of the negroes and the monies collected beyond the Amount of the bond and that they may enter satisfaction on the judgment. At the hearing it was contended that the sale ought to be set aside, because the negroes were sold at an under value, and for oppression. But the evidence was that the "ench and child sold well for the time it being during the late war, and that "ap sold as well as could be expected considering his small size and looks. Besides there is no prayer in the bill to set aside the sale, no doubt but defendants must account for the proceeds of the sale and the monies if any paid above the condition of the bond and interest thereon- And I think further that Jones should allow Complainant \$340 instead of \$302 the difference of price at which Nap sold when bid off by Complainant at the first sale and the Adm.x at the second sale on Tuesday. Jones bought at the sale was interested in the negroes, and had it in his power and was bound in justice to have obtained a credit

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to the amount of the receipt on Complainant's purchase. That transaction throughout was oppression. As to the \$488. retained and spent by the Sheriff it must be considered as Jones' money, it was retained on his particular application in writing, and can in no wise be considered as lost to Complainant.

Therefore it is decreed that the sums of \$340 and of \$488 with interest be passed to the credit of Compl.t that it be referred to the Commissioner to settle the amount of the judgments upon the above principle, that the balance if any be paid by the party indebted, that Complainant and def.t Jones do then enter satisfaction on their judgments respectively, and that said defendant do pay the costs of this suit-

Wm D. James.

Adam M. cWillie
V.
Andrew Miller

} Decree.

The bill states that in the year 1815. the Complainant and defendant entered into an agreement to build a flat in Copartnership suited for navigating from the mouth of Beaver Creek down the Wateree River to Charleston through the Santee Canal. That the defendant being a boat builder undertook to superintend the work, and with materials and labor furnished by the Copartners, a flat was built accordingly each contributing equally to the expence. That the partners furnished an equal force to navigate the flat to Chaston and the defendant undertook to act as Captain of it and furnished one hand and the Complainant two hands, and it was likewise agreed that the defendant should be at liberty to furnish one half of the

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lading of the flat, and receive the profits of the freight for his own use, and Complainant should be at liberty to furnish the other half of the lading and receive the freight for his own use.

That accordingly the defendant freighted on board the flat his half of the lading; or so much thereof, or so much thereof as he was disposed to do; and the Complainant freighted his half with sixty five bales of Cotton- That with this lading the flat started on her trip to Charleston under the direction of the defendant as Pilot. The Complainant further states that he has understood from the defendant that after the flat had entered the Santee Canal, she filled or partly filled with water, and thirty One bales of the Complainant's cotton were damaged. Complainant believes this was occasioned by the negligence of the defendant. That when the Cotton of Complainant arrived in Charleston such parts of it as were not damaged sold at the Price of twenty one Cents, and the damaged Cotton had it arrived safely, would have sold as Complainant is informed, at the same price. But it was so much damaged, he was obliged to repack it; and then it did not Command a full price in consequence of the injury it had received. That the damaged cotton was afterwards sold by Complainant's factor for 12½ Cents per pound. That he was charged with large expences on the same cotton for drayage, repacking and storage, so that his whole loss in consequence of the damage amounted to \$896.13-

The prayer of the bill is that the defendant be decreed to pay to the Complainant the damages or one half thereof.

The bill was taken Pro Confesso, and no answer has come in. Defendant pleaded to the jurisdiction of the Court. But as a Copartnership was stated to exist

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by the bill and was established by the evidence, the plea was overruled; for at law a release by one Copartner would defeat the claim of the other. The evidence of Thompson was he heard defendant say "One Corner of the flat got on the bank in the Santee Canal, and one of the boards sprung and the Cotton was damaged." This witness is well acquainted with the navigation of the Santee Canal, and said "if damage happened there it must be through neglect; and that cotton in a boat there is as safe as in a wagon in Camden." Another witness Macmillie proved the lading, and that the flat was hung on the shoals above Chesnuts ferry; but at length got over safe; and the Cotton was not injured when it arrived at the ferry- And further that defendant's own Cotton as he understood, was not injured.

In this case the evidence of Thompson shows, that with ordinary diligence, the Cotton might have been saved; but when the contract is reciprocally beneficial, the obligation hangs in an even balance; nothing more ought therefore to be required than ordinary diligence; and the bailee should be responsible for no more, than ordinary neglect. Jones L. Hall 10. But this is gross neglect and if the Conclusion be true, that the bailee is responsible for ordinary neglect, he must certainly be so, where neglect is extraordinary. The last part of the evidence is very material namely, "that defendant's own Cotton was not damaged" For in contracts reciprocally beneficial to both Parties, as in those of sales, hiring, pledging, Partnership &c. such care is exacted as every prudent man commonly takes of his own goods- Jones L. Hall 13. Now this a Partnership reciprocally beneficial; but defendant is responsible- But as a Copartner his original undertaking

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from the nature of it, extended no further than to one half. Therefore it is decreed that it be referred to the Commissioner to ascertain one half of the damage sustained by Complainant, and that defendant do pay the same and costs.

Wm D. James.

The Court adjourned till the first Wednesday after the third Monday in February next

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At a Court of Equity begun and holden for Camden district at Kershaw Court house on Wednesday the seventeenth day of February in the year of our Lord one thousand eight hundred and nineteen. Present the honorable Henry Wm DeBussure Esquire One of the Judges of the said Court.

Exparte)
Ann Watson) Petition to be appointed Guardian of C. Watson

Ordered that it be referred to the Commissioner to enquire whether it be proper that the prayer of the petition should be granted.

Exparte)
George Wiley) Petition for Guardian.

On hearing the petition in this case it is Ordered that John B. Watthien be appointed Guardian of the person and estate of the petitioner with the usual powers on giving the usual security.

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Stephen Harmon)
V.)
John Craven) It being stated to the Court that the bill was filed after the defendant was declared a lunatic, and the answer put in without their Consent, it is Ordered that the Complainant do shew Cause on Friday next why the decree should not be set aside for irregularity.

Exparte)
Chapman Levy) Petition to be appointed guardian
On hearing the petition in this case, it is ordered that Chapman Levy be appointed Guardian of the persons and estate of Mordica Levy, Rosina Levy, and Elizabeth Levy with the usual powers on giving the usual security.

William Hewins et al)
V.) Bill.
Henry Horn et al)

The Commissioners having made their return to the writ of partition in this case, it is ordered and the arbitrators having made their award, it is ordered that the said award and return be confirmed.

Admor. Wm McDonald)
V.) Bill.
Middleton McDonald et al)

Abated as to one of the defendants, and bill not revived- Bill dismissed as to the other defendants.

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Mary Rees Adm. x W. Rees)
V.) Bill Continued for want of a report.
The heirs of Rob.t Dearington)

William Mothershead et al)
V.) Bill. Confirmed for want of a report
George McVay)

Rebecca Tillman)
V.) Bill. Referred as to the Accounts and Continued.
Admor. & heirs Isaac Tillman)

John Kershaw et al)
V.) Bill. Continued.
Samuel F.W. Dubose et al)

Willie Vaughan)
V.) Bill
John H. Vaughan et al) the commissioner submitted the following report

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"In this Case in obedience to an order of this Court, I advertised for a considerable length of time in the Camden Gazette the lands and negroes mentioned in Complainant's bill for sale, but received no offer which I consider advantageous.

J. Carter Comr. Eq."

18 Feb. 1819.

which was ordered to be confirmed and the case Continued.

Ex Parte)
Benjamin Bincham) Petition for investment and sale.
Exor. R.L. Champion) The petition in this case being heard it is ordered that the same be referred to the Com-

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missioner to report on the propriety of granting the prayer of the said petition-

The Court adjourned till tomorrow.

THURSDAY 18,th FEBRUARY 1819.

The Court met agreeably to adjournment.

Ex Parte)
Hugh Blakeney) Petition to be appointed Guardian

On hearing the petition in this Case, it is ordered that Hugh Blakeney be appointed Guardian of the Estate of Mary Blakeney, Eleanor Blakeney and Ann Blakeney upon the usual security being given

Lathan Hull)
V.)
Ann Thornton) The bill and answer being heard, it is ordered on consent of the Solicitors, that a writ of admeasurement of dower do issue directed to Samuel Mathis Benjamin Bincham, Absalom Blanchard, William Blanding and Francis S. Lee.

Hollis Horton)
V.) Bill and decree.
Jeremiah Smith)

In this Case it is ordered that the real and personal estate of William Jones deceased which is the subject of this suit and decree be sold by the Commissioner of this Court on a regular sale day within the legal hours of sale on a credit till the first day of January next, the purchaser giving bond with good personal security for the payment of the purchase money. The titles to be executed but not delivered until the money be paid.

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Ann Watson)
V.) Bill.
Catharine Watson)

The bill and answer having been heard it is ordered that a writ of partition do issue directed to George Stratford, Henry Horn, Abram Jones, William Blanton and Thomas Child.

Agnes Johnson)
V.) Bill.
John Dunlap et al)

This case was argued by Messrs Blanding and Levy for Complainant and Messrs Bullard and Miller for defendants, and reserved by the Court for consideration.

Peters Harrison)
V.) Bill
M. Shorter & Gray) Ordered that Complainants have leave to amend their bill by adding other parties.

The Same)
V.) Bill. Continued.
Alvin A. McShorter)

James Creighton et al)
V.) Bill- Continued.
Ex. x Samuel M. Kee dec. d)

Henry D. W. Alexander)
& Isaac Alexander) Bill. Continued
V.)

Reuben J. Horton et ux)

Adam H. c' Allie)
V.) Bill.
Andrew Miller)

The Commissioner having submitted the following report

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"I have examined the evidence in this case and in pursuance of the order of reference, report that the defendant is indebted to the Complainant in the sum of two hundred and sixty eight dollars and fourteen cents and interest thereon from the first day of October in the year of our Lord one thousand eight hundred and fifteen, which is respectfully submitted.

J. Carter Com. r Eq. "
17 Feb. 1819

It is ordered that the said report be confirmed and that the Complainant do recover against the defendant the said sum of money.

James H. c' Bawall)
V.) Bill.
Robert Dunlap et al)

The Commissioner having submitted the following report, "On examination in this case I find the demand of Complainant to be two thousand two hundred and three dollars and 76 cents- that the Commissioner of this Court has made sales to the amount of one thousand four hundred and six dollars and 76 cents, that the defendants have delivered to the said Commissioner the following notes, viz, "ares C. "essey's note which with interest amounts to five hundred and forty eight dollars and 11 Cents, Doctor Bartlett Jones' note which with interest amounts to two hundred and four dollars and 26 Cents and Thomas "William" due bill for forty four dollars and 26 Cents and Thomas "William" notes amount to the Complainant's demand, and I recommend that the same be applied to the extinguishment thereof- that the defendants' demand amounts to eight hundred and

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seventy three dollars and 11 cents and that the defendants hold notes arising from sales of the estate transferred to them to the amount of eleven hundred and eight dollars and thirty nine cents including interest, out of which they are entitled to receive their demand, and out of the balance the costs of this suit ought to be paid.

All which is respectfully submitted, &c.
J. Carter Com. r Eq. "
18. th feb. 1819 "

It is ordered that the same be confirmed

Ex Parte)
Exors. Burwell Boykin dec. d) Report on Petition

In this Case the Commissioner having submitted the following report.

"Pursuant to an order made at the last sitting of this Court the petitioners have submitted to my consideration

a purchase of a certain tract of Land of One hundred and fifty two acres secured to them by deed bearing date the 2nd day of June last for six thousand and eighty dollars; also, another tract of seven hundred and forty acres made of sundry smaller tracts originally granted to divers persons mentioned in the deed conveying the said seven hundred and forty acres to the petitioners, that the same was purchased for the sum of four thousand eight hundred and eighty dollars and secured to the petitioners by deed bearing the same date as above both being made to them in trust for Burwell Boykin Jun. r William Boykin and Hamilton Boykin the three youngest ones of their testators- I am of opinion from the testimony adduced to me that both these purchases

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are advantageous to the Cestui que trusts, and as good as could be had in property of that description in this part of the Country, and therefore recommend that they receive the sanction of this honorable Court.

All which is humbly submitted, &c.

J. Carter Com. r Eq.
18 feb. 1819.

It is ordered that the same be confirmed.

Ex Parte)
Benjamin Bineham) Report on petition
Exor. R. L. Champion)

The Commissioner having submitted the following report "In this case I have examined into the nature of the purchase of Land made by the petitioner of Henry Hunter mentioned in his petition, and am of opinion that the same is highly advantageous to the estate of his testator, and particularly useful and necessary when taken in connexion with the estate to which it is attached that the same was purchased for a reasonable sum and conveyed to the petitioner conformable to the uses and limitations expressed in the will of the said testators I therefore recommend that the said purchase be sanctioned by this Court-

"Further report that the sale of the lots and buildings in Camden is highly advantageous to all parties concerned and on such terms as will secure the purchase money and the interest thereon annually becoming due to the parties entitled to the same, and that three thousand five hundred dollars is an ample price for the same, That John M. c' Glelland and Mary Louise his wife have

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consented to the said sale being made, I therefore recommend that the petitioner have the sanction of this honorable Court in concluding said sale.

All which is respectfully submitted, &c.
J. Carter Com. r Eq. "
18. th feb. 1819

It is ordered that the same be confirmed and that the said Benjamin Bineham do complete the sale to Henry M. Dickinson and make to him titles for the premises.

Mary Cunningham)
V.) Bill.
William Nettles et al)

The bill in this case being taken pro Confesso, upon hearing the same it is ordered that a writ of partition do issue directed to William Nixon, Benjamin Bineham, James Clark, Henry Abbott and Lewis Cook requiring them to advertise and lay off to Complainant her third part of the real estate of William Cunningham deceased- It is further ordered that the said William Nettles do account to Mary Cunningham the Complainant for her share of the personal estate of William Cunningham deceased and pay over to her on such account what shall be found due, it is

further ordered that the said account be referred to the Commissioner of this Court.

Lydia Parish et al }
V } Bill.
Jeremiah Parish et al }

This Cause being heard it is ordered and adjudged, the parties consenting thereto, that the real and personal estate contained in the deed

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be divided among the Complainants and defendants in the following proportions, to wit, two thirds of the said real and personal estate to be assigned to the Complainants and the remaining third thereof to the defendants.

It is ordered and decreed that such guardians as are reported defaulters do shew cause, if any they can on or before the first day of June next why their letters of Guardianship should not be revoked, and it is further ordered and decreed that the letters of guardianship of the guardians reported as residing out of the present limits of Camden district be revoked except that of Mrs M. McLelland who is allowed time to shew cause against this rule.

Thomas Welsh }
V } Bill.
Samuel Jones et al }

The Commissioner having submitted the following report "In this case on a division of William Welsh's Estate by order of this Court the sum of three hundred and forty dollars and fifty two Cents was assessed by the Commissioners to be paid by the parties in this suit to Hugh Blakeney and his Children therein mentioned to make their dividends in the said real estate equal, but before the said Money became due on the return of the said Commissioners, one Blakeney entitled to a portion thereof who had intermarried with Samuel Jones Junior died intestate leaving no issue, but a husband, brothers and sisters and father, all of whom claim the

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said Jane's part as her heirs at Law, and entitled in different portions thereto- The Commissioner therefore prays the judgment of this honorable Court as to who are entitled and in what portions to the part of the said James Jones' part.

J. Carter Com. r Eq.
18 February 1819

It is ordered that the Commissioner do pay over to Samuel Jones Junior the husband of Jane Blakeney deceased one half of the monies in his hands to which she was entitled and the other half to her father.

THE COURT ADJOURNED TILL TOMORROW

FRIDAY, 19th FEBRUARY 1819.
The Court met agreeably to adjournment

Lydia Parish et al. }
V. } Bill.
Jeremiah Parish et al }

A decree having been pronounced in this Case ascertaining the respective rights of the parties, it is ordered that the property which was the subject of the suit be sold by the Commissioner and the proceeds paid over by him to the respective parties as ascertained in said decree.

Thomas Lankford et ux et al }
V } Bill. Continued.
Charles Robinson }

Alexander Douglas }
V. } Bill. Continued.
James Douglas et al }

Lyttleton Hollis et al }
V } Bill. Continued by consent, and time
Ezariah Cauty et al } given to the defendants till
the 20th May next to file
their answer to the new bill filed in this case.

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William Ballard }
V. } Bill.
Rebecca Ballard }

Ordered that the order formally made in this Case which was in substance that on payment of a certain sum of money by Jesse Hood a purchase of a tract of land therein mentioned made by L. Ballard be relinquished in his favor be rescinded being by Consent.

Also ordered that the order formerly made for a writ of partition in this Case be extended with leave to substitute Commissioners to execute the same before Commissioner.

David George et ux et al }
V. } Bill.
Sarah Flake et al }

The Commissioner having submitted the following report "In this case I have been attended by the parties interested, and the representatives of the Minors concerned and report that the Amount of the personal estate of Reuben Patterson deceased, was at the time of his death thirteen thousand three hundred and fifty dollars and that the said estate with the accessions which it has received to the present time amounts to twenty one thousand four hundred dollars In the above estimate I have not included the Land situate on Beaver Creek nor the stock and plantation tools belonging to said estate- The defendants Sarah Flake and Sarah Flake Junior are entitled of the above amount to seven thousand four hundred and

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sixty six dollars, as a part of which the house and lot in Camden has been accepted at the price of four thousand dollars- The balance being equally divided among the seven remaining heirs gives to each of them two thousand one hundred and thirty three dollars and forty two Cents.

That Complainant David George has received of his share fifteen hundred dollars, two hundred and eighty four of which he gives up to defendant Reuben Patterson and therefore still claims of the Estate three hundred and forty nine dollars.

That defendant Joseph Patterson has received of his share nineteen hundred dollars which leaves him a creditor on said estate for two hundred and thirty three dollars which he gives up to defendant Reuben Patterson.

That defendant Reuben Patterson has received of said estate twenty six hundred and fifty dollars which leaves him indebted to said estate in the sum of five hundred and seventeen dollars which has been satisfied by the contribution of the two last named defendants Creditors of said estate in the manner before mentioned

All which is respectfully submitted, &c
J. Carter Com. r Eq.
18th January 1819"

It is ordered that the same be confirmed.

Latham Hull
v.
Ann Thornton Adm.x
Joseph Thornton dec.d)

Writ of admeasurement of dower

The Commissioners having returned to the writ of admeasurement of dower that the estate cannot be divided without manifest disadvantage

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to the parties and have assessed the Value of the Widow's dower by allowing the third of the value of the fee simple of the estate instead of the third of the Value of an estate for life: It is therefore ordered that it be referred again to the Commissioners to correct their return in this respect, and that the real estate of the said Joseph Thornton be sold by the Commissioner of this Court on a credit till the first of January next with interest from the date, the purchaser to give bond and Security, the titles to be signed but not delivered till the purchase money be paid, and if not paid then due that the Commissioner resell for cash at the risk of the former purchaser- That the proceeds when received be applied in the first Place to the extinguishment of any specific incumbrances on the estate sold and the balance in the due Course of administration.

John Doby
v.
Sarah Doby et al

Bill.

The Commissioner having submitted the following report " In this case I have examined the accounts of Complainant a statement of his transactions as Survivor in the firm of John and Joseph Doby since the decease of the said Joseph by which it appears that there was a balance due on the 15th day of June last including interest to that time by the estate of the said Joseph to the said Concern of seven hundred and seventy four dollars and 83 Cents.

I find also that the said Concern stands indebted to the Complainant in the balance of sixteen hundred

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and ninety seven dollars and 84 Cents including an allowance of three hundred dollars to said Complainant which I think a very moderate Compensation to him for his attention to the business of the Concern, and which he is willing to accept- That there are funds in the administratrix of the said Joseph sufficient to discharge the said balance, and which are chargeable therewith.

I also report a sum in the hands of the Commissioner of one hundred and Seventy four dollars and twenty seven Cents belonging to the said Partnership. That there are notes and accounts, good, bad and doubtful still in the hands of the Survivor amounting to four thousand two hundred and Ninety nine dollars and 31 Cents-

"There is still a negro wench named Sally belonging to the Concern undivided in the hands of John Doby, also three hundred dollars belonging to the Partnership not yet realized.

J. Carter Comr. Eq.
18 Feb. 1819

It is ordered that the same be Confirmed.

Daniel H. Cantzon
et al
v.
Agnes Johnson

Report.

The Commissioner having submitted his report in this Case as follows

"In pursuance of the order of reference, I have examined the question submitted to me and find that Agnes Johnson had in her possession five negroes named "et and her

children Minda, Bob, John and Emilia to which the Complainants are entitled after the termination of the life of Rachel Cantzon the mother of the Complainants according to the decree of this Court, and that the said negroes have been carried

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by the consent and procurement of the defendant and John Dmlap and David Dmlap so that the negroes are out of the power of the parties- That the negroes are young and increasing property, I therefore recommend that the defendant do give security in the sum of four thousand dollars to the Complainants to deliver the said slaves and their increase to the Complainants when their right to the possession thereof shall accrue or in lieu thereof shall pay to the Complainants six hundred and /dollars/ for each of the said negroes which she shall not prove to be dead or of less value, and account for any increase or issue of any of the said slaves and that Complainants be allowed to show them or any of them of greater Value.

All which is respectfully submitted, &c
J. Carter Comr. Eq.
20 Feb. 1819.

It is ordered that the same be confirmed.

Elizabeth Tamson et al
Adam Tamson and
Alexander Tamson

Bill for Partition

The Commissioners appointed by this Court to apportion and divide off the real estate of Adam Tamson deceased between the parties respectively entitled to distributive shares of the same according to the last will and testament of the said Adam Tamson deceased having made the following return.



(signed)

THOMAS ARCHER

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compelled to give security; and to the same extent
[Marginal Note: "In this the learned Judge is mistaken"]

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1st That the Complainant has security already, as David Dunlap joined in the bill of sale as surety. But David Dunlap does not appear to the Court in the Character of a Surety. He joins in the bill of sale in the warranty as a vendor. He is since dead and the result of the settlement of his estate is unknown

and uncertain and a division of his estate may be made long before the termination of the life estate in question. It appears to me therefore that this objection is not well founded.

The next objection to security the demand for security is that James Johnson, as well as the Dumlaps, was aware of the rights of the Cantzons and that Complainant Agnes Johnson acted in concert with the Dumlaps in removing the slaves in question out of the reach of the Cantzons in order to prevent their identifying them and proving the issue. - And that being apprised of the right and in pari delicto, she ought not to recover or be indemnified.

This objection however is not well founded- This is not a case in which that maxim can have application.

It seems indeed that James Johnson as well as the Dumlaps had heard of the claims of the Cantzons under the will, but an opinion prevailed that the limitation over was not good or valid- John Dumlap disregarded the report of the rights of the Cantzons and purchased the slave whom he afterwards sold to James Johnson who seems also to have discredited the Claim; and at any rate felt secure under the warranty of the Dumlaps- Agnes Johnson his widow has been compelled to give

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Security; and she is also entitled to be secured to a certain extent at least.

The next question is to what extent is the Complaint entitled to security- she contends that the Dumlaps having sold and warranted the slave Betty, they are bound to protect Complainant against all claims in relation to Betty as well as her issue born since the sale by the Dumlaps, and to the extent to which she has been compelled to secure or indemnify the Cantzons- This claim is repelled on the ground that the sale and the warranty were of the slave Betty alone at a fixed price; and not of her issue who were not then born or in contemplation of the parties.

I feel this to be a difficult question- The indemnity in this Case must be proportioned to ultimate liability of the defendant, whenever the life estate of Mrs Cantzon is terminated- that is involves an important principle. It is what a vendor is liable to pay to the Vendee on an eviction under a paramount title. With respect to real estate after a good deal of fluctuation arising out of the intrinsic difficulty of forming any rule which shall do justice in all the variety of cases to which it might be applied, the weight of authority seems to have settled the doctrine that the Vendor is liable to the Vendee in Case of his eviction by persons claiming made a paramount title for no more than the value of the estate at the time of the sale or the price paid for the estate, and interest in most cases. Such is the English Law. See the doctrine stated and the cases collected by Mr Cooper in his valuable notes to his edition of the Institutes of Justinian p. 618. Such appears to be the doctrine in New York, Pennsylvania and Virginia- see the cases collected by Mr Cooper p. 618, 619, 620. In this state the Court of Law has varied from at different times, but it is understood to have finally agreed with the above mentioned decisions; particularly in the important

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Case of *Vs. Furman*. This was not the rule of the Civil law; for that made the Vendor answerable not only for the price paid, but for the damages; and the value was considered not at the time of the sale but of the eviction- Mr Cooper approves of this sale, on the ground of a fair reciprocity; as each party ran his chance of what value the Article might be at the time of the eviction. (see p. 615) and by the civil law there was no distinction as to warranty between real and personal estate. (Cooper 616) I quote the more freely from this valuable work, because I have verified many of his citations, and find them generally Correct.

How far the rule of the English law on this subject as adopted by the Courts of several of the states, and particularly by our own, is applicable to the peculiar species of property under our immediate consideration, has not been decided by any

of our Courts within my knowledge. We have certainly departed broadly from the principles of the common law and adopted those of the civil law in relation to personal property in many points, and particularly with respect to that species of property denominated slaves. Now if we apply the rules of that law to this Case, I should have no hesitation in saying that the Vendors the Dumlaps were liable to refund to the Vendee to the extent of the Value of the slave Betty and her increase, at the time the actual eviction shall take- The right has been decided by a former decree of this Court, tho the effect of that decree is postponed till the termination of an intermediate life estate.

It is true that I do not find any precise decision even of the civil law on the increased value arising from the birth of issue after the sale and warranty of the Mother- But I apprehend that the principles

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go that length. I am not however unaware of objections that have considerable force. Cases may arise that in which it might be ruinous to Vendors to extend their warranty and their liability to such an indefinite extent as to include a numerous issue of female slaves, who were not contemplated in the sale nor paid for by the purchaser: but which have formed an increase different from the mere increase of value, by the use of price of the property actually sold and warranted: an increase arising out of the condition of the parents; and not out of the contract of the parties. If my decision were to be final, I should pause long before I would lay down a rule of such extensive application, on a subject which has been so little discussed. But as the party has the benefit of an Appeal which in such a Case ought to be exercised, I would rather decide at once, that the case may be carried up at once immediately to the approaching Court of appeals that delay the parties by taking further time to consider the question. And I feel the less reluctance in deciding for the Complainant because the defendant John Dumlap was apprised when he purchased the slave Betty and when he sold her, that the title was at least doubtful. And where a Vendor warrants under such circumstances the disposition of the Court will be to extend the warranty to its greatest latitude.

It is true that the purchaser James Johnson is stated to have had some intimation of the same doubt as to the title, but he relied on the enquiries and on the warranty of the Vendor, who is bound to know his title before he sells and warrants- I repeat however that I decide with doubt and hesitation, and with great satisfaction that this important and difficult subject may be revised by a Court of Appeals.

It is therefore ordered and decreed that the defendant John Dumlap, do secure counter secure the Complainant in the same amount and to the same extent, which

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she has been compelled to indemnify or secure Daniel A. Cantzon and others by the decree of this Court in their Suit against her; and it be referred to the Commissioner to take bond with approved Security Conformably to the terms of this decree.

(signed) Henry M. DeSaussure

Benjamin Perkins et ux
v.
Thomas Lang et al

} Decree

The bill states the former bill, in which the Complainants set forth that in December 1811 the ferry over the Patuxent River near Wenden was granted to the Complainants proprietors of the land on the west side of the river, and William Adams the proprietor on the east side- That the defendant Sarah Leing had acquired the interest of William Adams, and the defendant Thomas Lang was in possession; and that the profits of the ferry ought to be equally divided and the expence equally borne; and that bill prayed for such equal division.

That Sarah Laing and Thomas Laing the defendants by their Answer admitted that the ferry had been granted as stated in the bill, and that William Adams' right therein was vested in them, but they denied the right of Complainants to an equal share or half part of the profits of the ferry- and asserted that they were entitled to all the toll for travelling from the east, and Complainants from the west. That they had offered to rent their side of the ferry to Complainant Perkins which he declined:

That he had for many years been in the habits of renting their side of the ferry at \$200 per Annum and lower.

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That they had offered to let Perkins keep the ferry and they would pay half the expence, and he should account to them for the toll of travelling from the east; and that the defendants to that bill answering stated that Perkins had for many years rented their half of the ferry at a much lower rate than its value; and being ignorant of the Value of their rights therein, they were desirous of making some arrangement which would discover to them the Value of those rights.

That on the hearing of this Case evidence was received of the Charter of the 24.th March 1785 to William Wiley on the east side and Joseph Kershaw on the west side as tenants in Common. The Charter of the 16.th Dec.r 1799 vesting the ferry in the proprietors of the land on both sides of the ferry and the charter of the 21.st Dec.r 1811 granting the ferry to Complainants and William Adams- That the Circuit Court decided that the charter of 1811 Created equal interests; but that their interests had been severed, and unequal interests created by the act of Perkins renting the defendants' side of the ferry; and the Court decreed that Complainants were entitled only to toll for travelling from the west; and defendants to all toll for travelling from the east.

That on appeal to the Court of appeals the four judges present were equally divided, and therefore the decree of the circuit court was not reversed- That in the defendants Answer to the original bill they rested their defence wholly on the construction of the charter of 1811; and set up no agreement for an unequal division of the profits- That in their Answer their interest is called their side or half of the ferry- That when the cause came to hearing Complainants were prepared to support their claim on the construction of the charter and supposed no other question could arise.

That the evidence offered was not objected to on the supposition that it was intended to shew merely a cotemporaneous construction of the Charter, but was prevented to a

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different use, and was relied on to support an agreement Called a severance not set forth or relied on in the answer.

That at that time the defendants had in their possession or power and knowledge the deeds by which M. Laing acquired his right to the ferry, dated 21.st August 1815, in which his interest was called thus acquired is described as one half of the said ferry. That had the Complainants been apprised by the Answer that such defence would be made, they would have proved the following facts- That W. Adams was a minor in 1811; that William Laing was not his guardian, and had no authority to contract for him- That J.K. Douglass and J.S. Murray were his testamentary Guardians to the time of his death, he dying a minor. That after the said defence was made which was not set forth in the answer, Complainants have discovered the deeds under which the defendants claim, and in those deeds their interest in the ferry is described as one half thereof- That the bill then assigns errors in the Original decree, and avers that the defendants assert their rights under the decree, altho' they know of the deeds aforesaid; altho' they know M.R. Laing had no authority to contract on behalf of M.R. Adams, and that no contract was ever made for an unequal division of the profits of the said ferry between the Complainants and M.R. Laing or if any facts have occurred from which such contract might be inferred, this took place under a false impression of the rights of the respective

parties, and such Contract was unsupported by any consideration; and altho' they know that M.R. Laing died, and the defendants are her heirs- The bill then assigns errors in the original decree, and avers that the defendants assert their rights under the decree, altho' they know of the deeds aforesaid; altho' they know M.R. Laing had no authority to contract on behalf of M.R. Adams, and that no contract was ever made for an unequal division of the profits of the said ferry between the Complainants and M.R. Laing; or if any facts have occurred from which such contract might be inferred this took place under a false impression of the rights of the respective parties; and such Contract was unsupported by any consideration; and altho' they know that M.R. Laing never did intend by any agreement to acquire rights which did not belong to him

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but of Complainants- And the prayer of this bill is that the case may be reviewed on the errors apparent and on the new facts disclosed; the former decree reversed and such relief given as is prayed for in the original bill.

Blanding Compl't Sol.r

The defendants demurred to the bill, which was overruled, and on appeal the decree was affirmed on the ground of the discovery of new evidence essential to the justice of the Case of which the party could not have the benefit at the former hearing.

The answer of Thomas Laing states that the deeds charged in the bill were recorded before the hearing of the original bill which was notice to the Complainants- That he was not entitled to possession of these deeds, and he believes they were not at the trial in his possession; or if they were it was without his knowledge- That he had a large bundle of his father's papers which he never examined- That the interest in the ferry was not in him at the trial, but he had rented it from his mother (Sarah Laing) who had the title thereto. The defendant denies any wish or design to keep back the deeds on the trial- That he always thought and still thinks that the defendants are entitled to all the profits of travelling from the east. He denies all fraud, &c.

The answer of James Laing and M.R. Laing states that at the trial they had no interest in the ferry, nor were they parties thereto- Further answer that they did not conceal or hold back from Complainant the knowledge of the deeds in bill mentioned- M.R. Laing inclines to believe that the deeds were in his possession at the time of the trial but is not certain of the fact. That he holds a plantation the title to which is under said deeds, and is therefore interested in the same- And that said deeds were before that time duly recorded, and this defendant if he had

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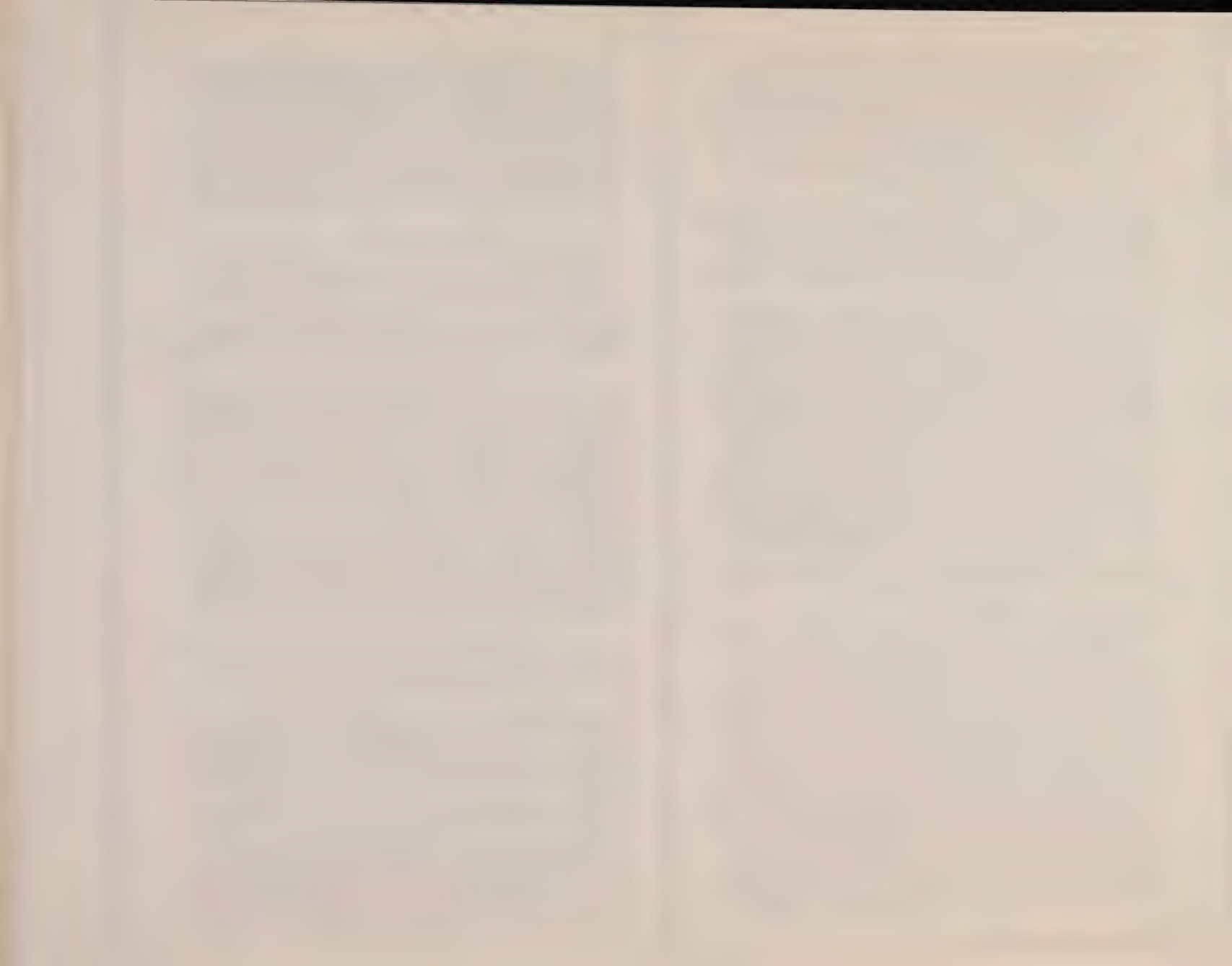
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possession of said deeds at the trial (as to which he cannot distinctly recollect) was not applied to by any person for them.

Bullard Deft. Sol.r

This cause now comes on to be heard on its merits, and the real question is whether the parties contending are entitled to equal portions of the profits of the Camden ferry, or whether they are respectively entitled to the profit derived from the transportation of persons and carriages from their different sides of the river. The defendants resist the claim of the Complainants on the following grounds-
1st That the Charter does not constitute a tenancy in common.
2nd That if it did, a severance has been made by the acts of the parties.

The first ground must be decided on a construction of the charter and of the deeds under which the defendants claim. I was of opinion at the hearing of the first appeal that a sound construction of the charter made a tenancy in common between these parties, this opinion the defendants themselves strengthened by their statement in their answer, that they were entitled to one half the ferry- That opinion is confirmed by the deed of conveyance from the heirs of W. Adams to M.R. Laing, for that states that he was entitled



to One half the ferry, and conveys his half of said ferry to him. This deed was produced in evidence for the first time at the present hearing of the Cause, and is part of that new evidence discovered in the possession

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of the defendants since the first decree, which made a new case, and induced the Court of appeals unanimously to sanction a bill of review. It was essential to the justice of the case because it explains the nature of the rights claimed by Adams under the charter and shews the extent of the right conveyed by them to Mr Laing. This deed was in possession of one of the defendants at the former hearing, and tho' there is no imputation on them of a willful concealment, it was not in fact produced, as it should have been to have shewn that they had any right at all, and the nature and extent of that right.

I am of opinion that the charter created a tenancy in common and that the deed of conveyance from the heirs of Adams to Mr Laing conveyed that tenancy in common and no more to him and his representatives.

The next question is whether such a severance had been made by the parties as put an end to the tenancy in common, and entitled each party to the receipt of the profits of his distinct side of the ferry.

The counsel for the defendants tho' he placed his principal reliance on the ground that the charter did not create a tenancy in common but several distinct interests, yet contended that the parties having put their own construction on the charter and deed of conveyance by treating their rights and interests as separate, this would at all events produce the effect of a severance. On a careful examination of the facts relied on as effecting a severance, it does not appear to me that they can be fairly construed to do so. It does not appear to have been the intention of the parties Mr Douglas and Mr Murray swear that as Executors of Mrs Adams and as guardians of Mr W. Adams they never made any contract relative to the ferry. And there are no distinct and clear acts of severance subsequent to the purchase

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chase of the rights of the heirs of Mr Adams by Mr Laing in October 1813. The renting by Mr Perkins from the different parties on both sides the river is not conclusive as to a severance. It rather united all the interests in one hand.

Upon the whole, I am of opinion that a new case has been made at this hearing from that heard and decided at the former hearing, varying essentially from the former, from the introduction of new written evidence not known to the parties before or not within their immediate reach and controul. That the charter and the subsequent deed of conveyance to Mr Laing made a tenancy in common which has not been severed.

It is therefore ordered and decreed that the defendants do account with the Complainants for the rents and profits of said ferry on the footing of a tenancy in common.

And it is referred to the Commissioner. (signed) Henry Wm Desaussure
The Court adjourned till the first Wednesday after the third Monday in June next.

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At a Court of Equity begun and holden for Camden District at Kershaw Court house on the twenty third day of June in the year of our Lord One thousand eight hundred and nineteen-

Present the Honorable William D. James Esquire One of the Judges of the said Court.

EX PARTE
JOHN BARNETT

} Petition for Guardianship.

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On hearing the petition in this case it is ordered that the petitioner John Barnett be appointed Guardian of the Minors Nancy Mothershead Susana Mothershead, Mary Mothershead and John Mothershead with power to take charge of their estates on giving the usual security.

EX PARTE
John Thompson

} Petition for Guardianship.

On hearing the petition in this case it is ordered that Elizabeth Thompson the mother of the petitioner John Thompson be appointed his Guardian with power to take charge of his estate on giving the usual security.

William Ballard
by his Committee

V.

Rebecca Ballard

} Partition, &c.

Upon Motion it is ordered that the return of the Commissioners be confirmed and that the land mentioned in said return be sold on a credit of one and two years, purchases giving mortgage and personal security for the payment. The sale to be under the direction of the Commissioner during the

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Sitting of the fall Court- Interest to be paid upon the purchase money from the day of sale.

EX PARTE

Elizabeth Thompson

} Petition for Guardianship.

On hearing the petition in this case it is ordered that the petitioner Elizabeth Thompson be appointed Guardian of the Minors James Thompson, Alexander Thompson, Jane Thompson, William Thompson and Catharine Thompson with power to take charge of their estates on giving the usual security.

EX PARTE

ROYAL BULLARD

} Petition for guardian ship.

On hearing the petition in this case it is ordered that R. Bullard the petitioner be appointed Guardian of the persons and property of the minors Orion Cunningham, Jane Cunningham and Cunningham with the usual powers on giving the usual security.

EX PARTE

ANN WATSON

} Petition for Guardianship.

On hearing the petition, the report of the Commissioner thereon, and upon examining the minor Catharine Watson, it is ordered that the petitioner Ann Watson be appointed guardian of the said Catharine with powers only to take charge of her person and superintend her education and that the said guardian do account regularly before the Commissioner for her disbursements in relation thereto, the letters of Guardianship to continue no longer than the said Ann remains unmarried.

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Mary Rees Adm. x W. Rees

V.

The heirs of Robert Darrington

} Bill. Continued.

William Mothershead et al

V.

George M. c. v. v.

} Bill.

The Commissioner having submitted the following report. "The parties Complainant in this case have attended before me and it appears that /of/ the issue of seal named in the bill

the following negroes are in the hands of the Complainants, to wit, Peter, Nathan, Jim, Selina, Sam and Rhoda and that a moiety of the four last named has been disposed of at Sheriffs' sale.

Under these circumstances the whole of them are valued at two thousand two hundred and twenty five dollars, from which the expenses chargeable to Complainants amounting to one hundred ninety one dollars and eighty cents being deducted leaves two thousand and thirty three dollars and twenty cents, to be divided among nine defendants claimants which will give to each one the sum of two hundred and twenty five dollars and 91 Cents- The above named negroes have been taken by the Complainants in the following manner, viz, Jesse Mothershead takes Peter at eight hundred dollars which will leave him indebted to the Complainants who receive no part of the negroes in the sum of five hundred and seventy four dollars and twenty nine cents, John Barnett will receive Nathan Sam and Rhoda at the price of One thousand dollars which will leave him

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him indebted to the Complainants who receive no part of the negroes five hundred and eighty two dollars and twenty nine cents, and he has to pay one hundred and ninety one dollars and eighty Cents in discharging the expenses of this suit chargeable to the Complainants- Isaac Mothershead will take Jim and Selina at the price of four hundred and twenty five dollars, which will leave him indebted to the Complainants who receive no part of the said negroes in the sum of one hundred and ninety nine dollars and nine Cents- All which is respectfully submitted &c."

J. Carter Com.r Eq.

It is ordered that the same be confirmed and that the said John Barnett, Jesse Mothershead and Isaac Mothershead do pay to the other Complainants or their Guardians the sums reported due by them.

Ann Watson
V.
Catharine Watson } Bill for partition

The Commissioners having made their return to the writ of partition in this case, it is ordered that the same be confirmed.

Rebecca Tillman
V.
Admor. and heirs of Isaac Tillman dec'd } Bill for partition, &c.

The Commissioner having submitted in this case the following report, "In this case on examination of the admor. John Brown's accounts I find that after allowing him commissions he stands indebted to the estate of Isaac Tillman deceased in the

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sum of eighty seven dollars and 18 $\frac{1}{2}$ Cents- That the said administrator has advanced since the division of said estate to the heirs of Isaac Tillman the following sum, to wit, to Middleton McDonald Tillman one hundred and eighty dollars and 10 Cents, to Daniel Tillman one hundred and ninety four dollars and three and one fourth Cents, to William Tillman two hundred and three dollars and six and one fourth Cents, to Fizza Tillman one hundred and ninety one dollars and 56 $\frac{1}{2}$ Cents and to Isaac Tillman one hundred and thirty one 67 $\frac{1}{2}$ Cents, and that he has received on account of the four last named heirs the sum of seven hundred and thirty eight dollars and 27 Cents- That after allowing the said administrators on said advances and receipts on accounts of the said heirs and deducting their proportion of the balance above stated due to the estate will remain due to him by the said heirs the sum of one hundred and forty five dollars and 23 $\frac{1}{2}$ Cents as will appear by statement

the following negroes are in the hands of the Complainants, to wit, Peter, Nathan, Jim, Selina, Sam and Rhoda and that a moiety of the four last named has been disposed of at Sheriffs' sale.

Under these circumstances the whole of them are valued at two thousand two hundred and twenty five dollars, from which the expenses chargeable to Complainants amounting to One hundred and ninety one dollars and eighty Cents being deducted leaves two thousand and thirty three dollars and twenty cents, to be divided among nine defendants Claimants which will give to each one the sum of two hundred and twenty five dollars and 91 Cents- The above named negroes have been taken by the Complainants in the following manner, viz, Jesse Mothershead takes Peter at eight hundred dollars which will leave him indebted to the Complainants who receive no part of the negroes in the sum of five hundred and seventy four dollars and twenty nine cents, John Barnett will receive Nathan Sam and Rhoda at the price of one thousand dollars which will leave him

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him indebted to the Complainants who receive no part of the negroes five hundred and eighty two dollars and twenty nine cents, and he has to pay one hundred and ninety one dollars and eighty Cents in discharging the expense of this suit chargeable to the Complainants- Isaac Mothershead will take Jim and Selina at the price of four hundred and twenty five dollars, which will leave him indebted to the Complainants who receive no part of the said negroes in the sum of One hundred and ninety nine dollars and nine Cents- All which is respectfully submitted &c

J. Carter Com.r Eq.

It is ordered that the same be confirmed and that the said John Barnett, Jesse Mothershead and Isaac Mothershead do pay to the other Complainants or their Guardians the sums reported due by them.

Ann Watson
V.
Catharine Watson } Bill for partition

The Commissioners having made their return to the writ of Partition in this case, it is ordered that the same be confirmed.

Rebecca Tillman
V.
Admor. and heirs of Isaac Tillman dec'd } Bill for Partition, &c.

The Commissioner having submitted in this case the following report, "In this case on examination of the admor. John Brown's accounts I find that after allowing him commissions he stands indebted to the estate of Isaac Tillman deceased in the

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sum of eighty seven dollars and 18 $\frac{1}{2}$ Cents that the said administrator has advanced since the division of said estate to the heirs of Isaac Tillman the following sum, to wit, to Middleton McDonald Tillman one hundred and eighty dollars and 10 Cents, to Daniel Tillman one hundred and ninety four dollars and three and one fourth Cents, to William Tillman two hundred and three dollars and six and one fourth Cents, to Fizza Tillman one hundred and ninety one dollars and 56 $\frac{1}{2}$ Cents and to Isaac Tillman one hundred and thirty one 67 $\frac{1}{2}$ Cents making in the whole nine hundred dollars and 67 $\frac{1}{2}$ Cents, and that he has received on account of the four last named heirs the sum of seven hundred and thirty eight dollars and 27 Cents- That after allowing the said administrators commissions on said advances and receipts on account of the said heirs and deducting their proportion of the balance above stated due to the estate of their father being fifty eight dollars and twelve cents, there will remain due to him by the said heirs the sum of one hundred and forty five dollars and 23 $\frac{1}{2}$ Cents as will appear by Statement A. accompanying this report- That the administrator has in his hands demands due

the estate of his intestate amounting to six hundred and fifty seven dollars and 80 Cents bearing interest from the first day of January 1816. And also demands due to the four Minor heirs above named amounting to eighteen hundred and fifty one dollars without interest calculated thereon. That there is due to William Tillman from the estate of Isaac Tillman who has executor of "said Tillman the sum of four hundred and fifteen dollars and 62 Cents bearing interest from the 7th March 1817 and which is chargeable on the funds in the hands of

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the defendant John Brown.

All which is respectfully submitted"

J. Carter Comr. Eq.

It is ordered that the same be confirmed; and the Commissioners having made their return to the writ of partition it is ordered that the same be confirmed.

Wille Vaughan

V.

John T.C. Vaughan et al

William and Abram Standing

V.

James Edmonds et al

} Bill Continued.

} Bill for foreclosure.

Ordered that it be referred to the Commissioner to report the balances due by the respective defendants as principals in the mortgage and the real estate held by each which is liable to the said mortgage.

William Ancrum

V.

John Rogers and James Rogers

} Bill

The bill having been taken pro confesso in this case it is ordered that the Complainant do recover against the defendant the sum of four hundred and twenty seven dollars and thirty seven Cents, and interest thereon from the 16th January 1817 and in default of payment on or before the first day of November next the Commissioner do sell the real estate bound for the payment thereof for cash.

Peters Harrison

V.

Gray & M. Shorter

} Bill. Continued by Consent.

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Peters Harrison

A.A. M. Shorter

} Bill. Continued by Consent

Jesse Mothershead et al

V.

Francis Mothershead et al

} Bill.

On hearing the bill and answer in this Case James Douglas, John From, Middleton McDonald Tillman, John McGreary, and Simon Fordan be appointed Commissioners for that purpose; and it is further ordered that it be referred to the Commissioner to report whether the remaining lands can be divided among the parties without manifest injury to them.

The Court adjourned.

Thursday 24th June 1819.

The Court met agreeably to adjournment

EX PARTE

THE COMMITTEE OF)

WILLIAM BALLARD) upon motion it is ordered that it be referred to the Commissioner to report whether it would be beneficial to the lunatic to sell the negroes he has acquired from the estate of Lewis Ballard.

EX PARTE

Middleton McDonald Tillman) Petition for Guardianship

On hearing the petition in this Case it is ordered that the petitioner Middleton McDonald Tillman be appointed Guardian of the Minors Daniel William, Tirza and Isaac with Power to take charge of their estates on giving the usual Security.

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EX PARTE

THE COMMITTEE OF)

WILLIAM BALLARD

} Report

The Commissioner having reported in favor of a sale of the negroes of William Ballard a lunatic, it is therefore ordered that the report be confirmed and that the negroes be sold under the direction of the Commissioner and that the purchaser give bond and security. Sale to be sometime about the first of January next on a credit of one and two years with interest.

James Brown

V.

Thomas Abbott

} Bill for sale.

Ordered that Benjamin Bineham be appointed Guardian ad litem of the Minor Thomas Abbott

Admor. x Aaron Cowles dec. d

V.

Fowler Williams

} Bill.

By Consent of the parties it is Ordered that the defendant do give security to abide the event of this Case, and that the Commissioner do approve of the security in Sixteen hundred dollars and that the books of the Concern be delivered over to the Commissioner for the examination of either party.

James Brown

V.

Thomas Abbott

} Bill for sale

On hearing the bill and answer in this Case it is ordered that it be referred to the Commissioner to enquire and report whether it will be beneficial

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to the defendant that the prayer of the bill be granted.

Agnes Johnson

V.

John Dunlap & David Dunlap

} Bill

It appearing to the Court that the said John Dunlap conceals himself so that the notice of the decree of the Court in this Case cannot be served on him it is ordered that an attachment do forthwith issue against the said John Dunlap for his contempt in not abiding by and complying with the said decree.

Hollis Morton

V.

Jeremiah Smith

} Bill. Continued by Consent

In this case the Commissioner having submitted the following report "The accounts of the Administrator William Nettles have been submitted to me in the above case, and I find that the nett balance of William Cunningham's Estate in the hands of the said administrators is two thousand and thirty nine dollars and 44 Cents. That the Complainant is entitled to One third of this sum and the defendants arion Cunningham, Jane Cunningham and artha Cunningham to the balance thereof subject to such payments as the defendant William Nettles has made them- That the Complainant purchased at the sale of the deceased William Cunningham's property to the amount of six hundred and ninety eight dollars and six and a fourth Cents, the Commissions on which due to the Administrator being deducted, will leave the sum

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of thirty seven dollars and sixty eight Cents due to the Complainant from the estate of the said William Cunningham deceased including interest up to this day.

J. Carter Com.r Eq.

it is ordered that the same be confirmed, and that the Complainant's portion of the personal estate of William Cunningham including the negroes purchased by her at the sale of the said estate be settled on the said Complainant for her life without the controul of any husband she may now have or hereafter have, and after the death of the said Mary Cunningham then to the use of William Cunningham the illegitimate son of the said Mary Cunningham and the said William Cunningham deceased, and that William Walling be and is hereby appointed trustee for that purpose-

William Ballard
by his Committee
v
Rebecca Ballard

Bill.

The Commissioner having submitted the following report "Having examined the Accounts in the above Case I report that there is a balance due the estate of Lewis Ballard deceased by the defendant with interest calculated up to the present time after deducting her Commissions amounting to four thousand One hundred and fourteen dollars and twenty six Cents.

"That the defendant stands indebted to the Complainant this day in the sum of two hundred and nine dollars and sixteen Cents as will appear by statement A. accompanying this report, and that said defendant has in her hands bonds, judgments and notes belonging to said estate considered good amounting to nine thousand

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and seventy four dollars and 45 Cents with interest calculated thereon to the present time as will appear by statement P. accompanying this report.

"I further report that the defendant by order of the Court of Lane Perry place amounting to one thousand and Sixty nine dollars and 72 Cents, and that the notes taken for the purchases have been divided among the parties to this suit.

"There are bad notes to a large amount in the hands of the defendant most of which were barred by the statute of limitations before the death of her intestate, which I recommend to be equally divided between the parties.

There are belonging to the estate of the defendant's intestate thirty two shares in the Planters and Mechanics' Bank and the three last dividends due thereon.

"I also report that sales have been made by order of this Court in Camden, and on the Granney's Quarter plantation amounting to two thousand two hundred and fifty seven dollars and 91 1/4 Cents.

All which is respectfully submitted.

J. Carter Com.r Eq."

it is ordered and decreed a motion that the said report be confirmed and that a specific division of the bonds notes and bank shares therein named be made under the direction of the Commissioner-Also ordered and decreed that the defendant do pay over the monies she may have in her hands belonging to the Complainant, And ordered that the Commissioner do turn over to Complainant his Committee or attorney all monies, notes, bonds or other obligation belonging to Complainant in his hands.

Henry Dana Ward Alexander
and Isaac Brownfield Alexander } Bill

v.

Reuben J. Horton & Sarah his Wife) The Commissioner having submitted the following report.

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"In this case the parties have attended before me and submitted their accounts, and after examination of them I find that the defendants stand indebted to the Complainants in the sum of three thousand one hundred and five dollars and forty Cents including interest up to the first day of June instant as will appear by Statement A. accompanying this report.

"I further report that the defendants have lately recovered a judgment against Zachariah Cauty for three hundred and eighty dollars and 25 Cents not included in the above sum reported due, which when collected will belong to said estate subject to the respective claims of the parties to this suit.

"I also report that there are at this time in the hands of the defendants belonging to the estate of Dr. Isaac Alexander deceased the following negroes, to wit, Hector, Letty, Diana, Scipio, Jim, Langa, Polly, Serena and Old Fanny.

"It appears that the Security which defendant Sarah gave for her administration on the estate of Doctor Alexander has proved wholly insufficient, and that the security given by her as guardian was intended only to cover the amount that the Complainants were entitled to out of the sale of Certain real estate making the sum of nine hundred and forty two dollars-

All which is respectfully submitted.

J. Carter Com.r Eq."

it is ordered that the same be Confirmed and that the defendants do immediately pay into the hands of the Commissioner of this Court the sum of three thousand one hundred and five dollars and forty five Cents due the Complainants and interest thereon from the first day of June instant

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or that they do give security to the satisfaction of the Commissioner to secure the amount so due and in their hands to be accounted for by them as guardians of the Complainants- And it is further ordered that a writ of partition do issue ~~against~~ to divide the slaves of the said Isaac Alexander deceased among the Parties interested therein directed to

and that it be referred to the Commissioner to report what allowance shall be made by the Complainants to the Guardian ad litem-

James Purdy
v.
Bartlett Jones et al } Bill.

The Commissioner having submitted the following report, "I have examined this case in pursuance of the decree made therein and report that after crediting the Complainant with the amount retained by the Sheriff on the application of the defendant Bartlett Jones and with the difference and with the difference between the first and second sale of the negro Nap, the judgment of the said Bartlett has been satisfied, and he stands indebted to the

Complainant in the sum of fifty five dollars and forty Cents including interest to this day. That in the Credits given to the Complainant there has not been included the sum of three hundred dollars received by the said Bartlett on the 18th June 1812, On which judgment has been obtained, but which judgment has been satisfied.

J. Carter Com.r Eq.
It is ordered that the same be confirmed, and that the defendant Bartlett Jones do pay to the Complainant the

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Sum of fifty five dollars and forty Cents and interest from the twenty third instant.

EX PARTE)
The Commissioners of the) Petition
Treasury of the State)

On hearing the petition in this case it is ordered that the claim of the petitioners be referred to the Commissioner and that he do report what amount is due to them from the estate of Isaac Dubose and whether the funds of the said estate in his hands are adequate to the payment thereof.

John Kershaw et al
V.
S. W. F. Dubose et al

} Bill

The Commissioners named in the Writ of partition in this Case having made the following return "State of South Carolina Charleston District

Agreeably to a writ of partition for the real estate of Isaac Dubose deceased to us directed by the honorable the Court of Equity at Kershaw district dated at Kershaw Court house on the first Wednesday after the third Monday in June One thousand eight hundred and eighteen, we have (being first duly sworn) valued and appraised the lands, to wit, in St. James', Santee, One tract containing 1547 acres of fine land at One dollar per acre, and one tract on Big Kambau containing 500 acres at fifty Cents in Prince George, Winyaw, one tract in Santee river swamp containing about twelve hundred acres at seventy five cents per acre, one tract on Black River containing 1015 acres at fifty Cents per acre, and one other tract on Toby Creek

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containing 610 acres at two dollars per acre. And we do hereby certify to the honorable Court of Equity our unanimous opinion that the aforesaid tracts of Land cannot be fairly divided or delivered to one or more of the parties interested without manifest injury. We therefore recommend that the aforesaid tracts of Land be sold at public Auction-

Given under our hands and seals in St. James' Santee this seventeenth day of May, one thousand eight hundred and nineteen.
(signed) James E. Jerman (seal)
David Gaillard (seal)
Charles J. Steedman (seal)

It is ordered that the same be confirmed and it is ordered that the said land be sold by the Commissioner of this Court on a Credit of twelve months with interest from the date, the purchaser to give bond and personal Security- The titles not to be delivered till the purchase money is paid, and if not paid when due, the same shall be resold for Cash at the risk of the former purchaser.

Wm. Brown
V.
Thomas Abbott

} Bill.

the following report "In this Case the Commissioner having submitted of granting the prayer in the bill, and am of opinion that the purchase mentioned in said bill is highly advantageous to the complainant/defendant/, I therefore recommend that the same receive the sanc-

tion of this honorable Court

MS

J. Carter Com.r Eq "

It is ordered that the report be confirmed, and that the Complainant do execute titles to the said Thomas Salmon of the lot mentioned in the bill taking security for the purchase money

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William & A. Blanding
V.
James Edmonds et al

} Bill

The Commissioner having submitted the following report "In pursuance of the order of reference in this case I have examined into the matter referred to me and find that a part of the lot contained in the Mortgage having front on Broad Street of twenty two feet, and extending one hundred and eighteen feet/ on York Street, bounded east on Broad Street, north on York Street and South and west on the other Parts of the said lots, is subject to that part of the debt /debt/ in which James Edmonds is principal, and that ultimately the whole of said lot is subject to the payment of the debt of the Complainants-

J. Carter Com.r Eq "

It is ordered that the premises therein stated be sold by the Commissioner of this Court on failure of payment of the principal, interest and costs due by James Edmonds on or before the first day of August next, on a Credit till the 1st January next with interest, the purchaser to give bond and personal security, the titles to be executed but not delivered till the purchase money is paid, and if not paid when due, the premises to be resold for Cash at the risk of the former purchaser.

Jesse Mothershead et al
V.
Francis Mothershead et al

} Bill.

The Commissioner having submitted his report in this Case, it is ordered that the lands after the assignment of the widow's dower be sold by the Commissioner on a credit of twelve months with interest, purchasers to give good personal security-the titles to be signed but not delivered till the purchase

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money is paid, and if not paid when due, the premises to be resold for Cash at the risk of the former purchaser- The proceeds to be subject to such debts of William Mothershead as may be established before the Commissioner.

David George
V.
James Russell et al

} Bill for partition and account

It appearing to the Court that John Covington and Mary his wife, Samuel Owens and Mary/tha/ his wife and Sarah Russell defendants to the above suit are without the limits of this state, It is ORDERED that the said Samuel Owens and Martha his wife, John Covington and Mary his wife and Sarah Russell do appear to the bill filed in the above Case, on or before the ninth day of October next, and do file their answer, plea or demurrer to the said bill in thirty days from the said date, or the said bill will be taken pro Confesso as to the said defendants.

William Ballard
V.
Rebecca Ballard

} Bill for account & Partition

It appearing to the Court that the sale of a tract of land of about one hundred and seventy acres made by Lewis Ballard in his life time to James Asberry as set forth

and described in defendant's answer, and that apart of the purchase money was paid and the said James Rasberry put into possession has retained for upwards of four years and that the terms of sale were that the said Lewis Ballard should have the land run out, and to make titles to the said James

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Rasberry to the land for which the said James Rasberry was to pay one dollar per acre for the same, and this Court having at its last sitting appointed and required that Thomas Archer should admeasure and lay off to the said James Rasberry the said land so sold aforesaid and forthwith return a Survey and plat of the same to Rebecca Ballard the defendant, and that upon the said James Rasberry paying into the hands of the said Rebecca Ballard one dollar per acre for the land so to be admeasured and laid off with interest thereon from the first of January in the year of our Lord One thousand eight hundred and fourteen allowing the said James Rasberry a credit of payment made by him to the said Lewis Ballard on the seventeenth day of April in the year of our Lord one thousand eight hundred and fifteen. That then after receiving the said Money which shall be remaining after giving the said Credit, the said Rebecca shall execute titles to the said James Rasberry to the said land so to be admeasured and laid off according to the plat which shall be returned of the same by the said Thomas Archer. And it appearing also to this Court that the said Thomas Archer has failed and refused to make such survey and plat of the said land; It is therefore ordered by consent of the parties to this suit, that John Peebles be and is hereby appointed and required to admeasure and lay off to the said James Rasberry the land sold as aforesaid and forthwith return a survey and plat of the same to the said Rebecca Ballard the defendant and that upon the said James Rasberry's paying into the hands of the said Rebecca

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Ballard one dollar per acre for the land so to be admeasured and laid off with interest thereon from the first day of January in the year of our Lord one thousand eight hundred and fifteen, allowing the Credit as aforesaid, that then and after receiving the said Money which shall be remaining after giving the said Credit, the said Rebecca Ballard shall execute titles to the said James Rasberry to the said land so to be admeasured and laid off according to the plat which shall be returned of the same by the said John Peebles.

Alexander Douglas
V.
James Douglas
Andrew McIlwain
Abram Perry

Bill

It is ordered that as respects the tract of 640 acres mentioned in the Complainant's bill the same be dismissed as respects James Douglas and retained as against him for the other matters in the Bill charged. And that the Bill be dismissed as respects the defendants Andrew McIlwain and Abram Perry.

EX PARTE
ELIZABETH THOMPSON

PETITION

On hearing the petition of Elizabeth Thompson in the above case for laying out the moneys to which her minor Children are entitled from the death of their Grandfather Adam Thompson, that is, John Thompson, James Thompson, Alexander Thompson, Thompson, William Thompson and Catharine Thompson, in a young negro woman, it is ordered

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that the Motion be referred to the Commissioner and that he do report thereon

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Latham Hull
V.
Ann Thornton
Ex. x Jos. Thornton
Dec. d

Bill.

MS

The Commissioner having made a report of the sale ordered in the above Case it is ordered that the same be confirmed and that a deduction be made to the said Alexander Rogers in his purchase of apart of lot numbered 1072 pursuant to the said report.

The Court adjourned till tomorrow

FRIDAY 25. th JUNE 1819.

The Court met agreeably to adjournment

James Creighton et al
V.
Ex. x Samuel McKee dec. d

Bill. Continued by consent

Thomas Langford et ux et al
V.
Charles Robinson

Bill do.

Lyttleton Hollis et al
V.
Zachariah Cantey et al

Bill. Continued on affidavit of Complainant.

Abram Blanding
V.
Daff & Alsobrooks

Bill. Continued, under reference.

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Thomas Havis
V.
John Doby Survivor
of John & Jos. Doby

Bill.

In this Case the Court after time to consider pronounced the following decree, viz.

"this case depends upon the evidence afforded alone. On the 4. th November 1808 Complainant was indebted to the firm of John and Joseph Doby for goods sold and debts assumed by them to the amount of £98.5.7 as appears by their agreement with him of that date. By it they agreed to receive in payment notes and accounts of Complainant to the amount of about £104. which they were to collect and account for and the ninth part of a Crop which defendant says amounted to \$252. The firm also agreed to take a bill of sale of a negro woman Sal about twenty three years of age which they were to keep till the first of next October &c and upon his Complainant settling up the demands against him the said bill to be null and void. On the 5. th Novem. r they took the bill of sale or receipt for Sal at \$400. which is absolute and with warranty. Complainant afterwards left the State and did not return till 1817, when he claimed the redemption of Sal. Defendant acknowledges both agreements but states that \$400 was the full Value of Sal; that the Co-partnership effects have been divided and the woman fell to him, and he pleads in bar the act of limitations. He states the debts were all bad, but the part of the Crop was worth as above stated; for which he is willing to account. The debt and interest would

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at the present time amount to about \$700, which must be at least the Value of the negro woman. On restitution, this amount must be decreed; so that the bill is scarcely worth retaining. From the time allowed to redeem till the filing of the Bill is nearly ten years, by the act he had three years more to bring suit; but has neglected it for seven. He has offered no equitable reason for his long delay, and must be barred. Therefore it is decreed that the accounts be referred and that the negro woman be held by defendant.

(signed) W. M. D. James

In this case the Court after take time for consideration pronounced the following (Consideration) decree
"The material parts of this Case as stated by the bill and admissions on both side at the hearing are as follows- Complainant sold a negro Girl Becky, for \$325. which has been paid- The agreement was by parol, and afterwards reduced to the form of a Covenant dated 25th March 1815, & to the following effect. Thornton agrees to purchase Becky about eleven years old for the above Sum and to emancipate her in twelve Months from the date according to law; but she was to serve him till she was thirty five years of age, and her Children if any till they were twenty

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one, years- as indebted servants. This was to be performed under penalty of \$10,000. Afterwards in April 1816 Thornton became insolvent and assigned over Becky not emancipated, with his other property, to defendant Salmond, for the benefit of all his Creditors. She was sold at Sheriff's sale by order of the assignee without reserve and by warranty to one of the def.s who has since sold her to another of them- Complainant prays that defendants be decreed to execute said Covenant specifically, &c. The answer states Becky was assigned and nothing said of the Covenant till after- That Thornton gave the full Value of her to Complainant and was insolvent when the bargain was made, and the covenant to set her free is gratuitous and fraudulent- That it is also illegal and contrary to the act of the Legislature directing the form of emancipation- No evidence of actual fraud was offered at the hearing, but it was proved that Thornton gave the full value at the time, for the negro. Complainant has come into this Court to claim the freedom of a slave, then according to an act of the Legislature of 1740 "for the better governing of Slaves" the burden of proof and presumption of law are both against him- Again by an act of the Legislature of 1800 respecting slaves, free negroes, &c. it is enacted that it shall not be lawful for any person to emancipate his slave under except according to the forms prescribed by it; under the penalty that any other person may seize and convert to his own use the Slave so illegally emancipated. The form prescribed is that the Owner shall go before a Magistrate and five free holders and state upon oath that his slave is of good character and of

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ability to gain his livelihood in an honest way, and the Magistrate and free holders are to Certify in writing that this has been done- Certificate; a copy of which and the Certificate is to be delivered to the slave in ten days; which is to be recorded in Six Months, Now upon a retrospect of the last and a comparison of it with the law and sound reason. By the former the girl is to be set free at the end of twelve months, and yet to be bound to serve for twenty three years longer. If emancipated at the end of the year, she ought then to be a free agent; but for her and her children to be bound again immediately without her Consent, is not emancipation; but slavery in another form- Further, is not emancipation; last act she ought to be emancipated by the express terms of the ten days, and not in future, but by the present, or the space of the control of the Master, and not wholly free, she is to be under five years of age- Now the act requires that the good character and ability to gain an honest livelihood should be ascertained immediately before the liberation: but who can tell whether the negro Becky will retain these essentials of the law when she is let loose upon society at the end of twenty three years? or who is to vouch for the good character and ability of the Children at the end of their service? This kind of freedom was never Contemplated by the

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act and is contrary to the forms prescribed by it.
But it is said the owner sold to another who covenanted to do what was lawful, and he is bound to do it in a lawful manner- But if he complied with the Covenant he broke the law, and Vice Versa; then the law must be observed and the covenant which is repugnant to it is void. 1 Pow. 1b2. Besides by this form of proceeding may not the law be evaded? The owner may wish to rid himself of a slave who is useless to him through old age or infirmity, or he may have some secret reason for emancipating one of bad Character: and yet, too Conscientious to take the oath required; then he has only to make a transfer of his slave with such a covenant as the present to one who will not regard the means provided he can attain the end; and thus the law may be evaded. I have observed above that there was no evidence of actual fraud in this Case, yet I am not clear/ but/ that a legal fraud was attempted. The negro girl was assigned in the first instance, without any claim being made by Thornton, and a verbal agreement was made, which is afterwards, we are not told then, reduced to writing. Now, these are too much like after thoughts to be favored in equity. But it is said that equity should mitigate the rigour of the laws. Equity has indeed the power of Controlling that which is unintentionally harsh; but this power must not be considered as a power to make a new law, or to dispense with any established law, the object of which is clearly defined, and its provisions, distinctly declared 1 Monb. C. But the provisions of these laws are distinctly declared, then let us examine if they be unintentionally harsh?

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"This question is unconnected with the origin of slavery, which is to be attributed to another source. The second law is consistent with humanity and good policy- It makes provision that old and infirm slaves shall not be thrown, as a burden upon the public, but are left to be provided for by the owner. It holds up freedom as a prize to the deserving and prevents the undeserving from being thrown loose upon society- Now these are objects of great importance- The second law enacts only what was the common law that a plaintiff, before he recovers, must make out his Case. So far it may be unnecessary but it stands in the way of emancipation, then let us see whether under present circumstances it is wise. By the Roman Law /s/ the presumption was in favour of freedom, by ours it is against it. At first this is an argument against us, but the laws are founded upon reasons entirely different. In that Republic no external mark designated slaves from freemen; the freedman easily amalgamated with the bulk of society and often became distinguished for his virtues and his talents: But here the freedman Cannot. The general sense against it is too deeply rooted to be overcome and he remains in a distinct Caste more nearly connected with slaves than freemen; and too generally becomes the instigator of their Crimes- If such an one has ever become distinguished for his talents, I believe it has not been recorded. They have notwithstanding great influence where they are the most nearly Connected- Now, I willingly admit

[Marginal note: "Coop. Just. n 18"]

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that the love of equal liberty is a highly commendable Virtue; no nation was ever great without it. But when it is excited without regard to situation, and is directed by heated imaginations and crying Consciences it becomes the Cause of much iniquity and the most deplorable Calamities- This perverted it terminates in a fanaticism the most unrelenting. Examples of its baleful effects are unfortunately too numerous; but there is one I cannot omit which has succeeded on an island so near to our shores as to be contagious, and which in our future course of policy may serve as a perpetual beacon- But I forbear to press such a disagreeable subject further- Under present Circumstances and until they can be changed with prudence, the laws in question are humane and politic.

But this covenant in my opinion is both against the letter and spirit of them. If the penalty is broken Complainant may report to law for his damages; I cannot grant a specific performance. Therefore it is decreed that Complainant's bill be dismissed with Costs."

(Signed) W. M. D. James.

From which decree an appeal was made to the Court of appeals at Columbia, who returned to this Court the following decree

Samuel Mathis

v.

Thomas Salmon et al

"The act of 1800 imposes Certain restrictions on the emancipations of slaves, and no emancipation of any slave is valid or lawful except it be by deed and according to the regulations prescribed. The act requires that the person proposing to eman-

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cipate his slave shall produce him or her before the magistrate and freeholders and answer to them upon oath the questions they may ask concerning the Character of the slave and his or her ability to gain a livelihood in an honest way, and it is necessary that the magistrate and free holders in their Certificate should state that satisfactory proof has been given to them that the slave has-/is/ not been of bad Character and is capable of gaining a livelihood by honest means- It is very evident from the terms of the act, that no emancipation can take Place under it which is not to have immediate operation, for the slave must not be of a bad character and must be capable of gaining a livelihood by honest means at the time of emancipation- The Covenant of Thornton is founded on a good consideration and as his Creditors are entitled to the Services of the girl instead of the money he paid to Mathis for them the transaction appears to me to be a perfectly fair one, and putting the act of 1800 aside according to the view I take of the case the morality and equity of it are with the Complainant It must be inferred that I consider the covenant of Thornton /as/ void- I see nothing in the act of 1800 to prevent this Court from carrying into execution an agreement founded on a good Consideration for the emancipation of slaves provided the emancipation be by deed, and the act in other respects be Complied with- The application to the Court in this case is premature- It cannot now carry the agreement of Thornton into execution- And I am of opinion that the Circuit judge

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was right on that account in dismissing the bill."

(signed)

Theodore Gaillard

We concur in this Opinion.

(Signed) Henry W. M. DeSaussure.

Thos. Mathis.

W. Thompson.

It is ordered and adjudged that the decree of the Circuit Judge be affirmed.

(Signed)

Theodore Gaillard.

Henry W. M. DeSaussure

Thos. Mathis

W. Thompson.

The Court adjourned till the first Wednesday after the third Monday in february in the year of our Lord one thousand eight hundred and twenty-

Remainder of page 109 blank in original MS/
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At a Court of Equity began and holden for Camden District at Kershaw Court house On Wednesday the 23rd day of February in the year of our Lord one thousand eight hundred and twenty- Present the honorableaddy Thompson Esq. one of the Judges of the said Court.

Willie Vaughan)

John T.O. Vaughan) Bill for sale.

& Julia C. Vaughan)

The Commissioner having submitted the following report, "Conformably to the order made in this case I have offered the property mentioned in the order as belonging to the defendants, for sale, and for twenty eight negroes of thirteen thousand four hundred and twenty seven dollars payable at or before the expiration of seven years from the first day of February instant with interest to Commence the first day of February annually- The said James Chesnut Esq. offers what I consider to be ample security and I think the price he offers sufficient: I therefore recommend that his offer be accepted, and that on his giving such security as this honorable Court shall direct, that the Commissioner be ordered to execute titles, to them, all which is respectfully reported-

Camden 23.d Feb. 1820.

it is ordered that the same be confirmed and the sale to the said James Chesnut be carried into effect

J. Carter Com.r"

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on his giving bond and security with a mortgage of real estate to be approved by the Commissioner, and it is further ordered that the interest of the Complainants in the proceeds of the said sale be retained in the hands of the Commissioner for the purpose of discharging any balance that may be due by him on his account as Guardian of the said defendants,

JOHN FOSTER)

VS

JOHN STEWART ET AL)

) BILL.

It appearing to the satisfaction of the Court that Martha Latta, Thomas Latta and Sarah Latta reside without the limits of this state, it is therefore ordered that the said defendants do appear to the said bill on or before the first day of June next or an order will be made that the said bill be taken pro confesso as to the said defendants.

Maria Bracey

Vs

Margaret Bracey

Elvin Bracey &

John Bracey.

) Bill for partition

On motion of Levy & McMillie it is ordered that James English be appointed Guardian ad litem in the above Case for the minors Margaret Elvin

and John.

Isaac Perry

V

William Dixon

& Mary his Wife

& John Perry

) Bill for discovery and account & L.C. McMillie it

is ordered that the above case be referred to the Commissioner and that he be directed to report on the same to this honorable Court on its next sitting in June.

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David George

V

James Russell et al.)

) Bill for account and division

In this case the Bill being taken pro Confesso, on motion of Levy & McMillie Complainant's Solrs it is ordered that the tract of land the subject of Part. n in the above Case be sold on the first Monday in April next by the Commissioner of this Court on two annual instalments, one on the first day of January 1821 the other the January following, and that the accounts of James Russell one of the defendants be referred to the Commissioner and that he do report to this honorable Court on its next sitting in June on the subject of the said accounts.

Holloway James

V.

John Mayrant et al)

) BILL.

It appearing to the Court that the defendants John Mayrant and William Mayrant have failed to appear and account under a peremptory rule served upon them for that purpose, it is therefore ordered that an attachment do issue against them.

John Kershaw et al)

) BILL

vs

S. F. Dubose et al)

By consent of the parties it is ordered and decreed that the former order made at the last term directing a sale

MS of the real estate of Isaac Dubose deceased be rescinded and that a new writ of partition do issue directed to requiring them to divide the premises among the parties interested therein according to their respective interests.

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Littleton Hollis
vs
Jesse Hollis
Burrell Hollis
Benjamin Hollis

Bill for injunction and relief

John Hollis and
Zachariah Cantey

By consent of Parties it is ordered and decreed that the title made by the defendant Zachariah Cantey to the defendant John Hollis be confirmed and the injunction be dissolved and that the defendant Zachariah Cantey do make titles without warranty for the remaining part of the said lands to the Complainants and that the Complainants do pay the Costs of this suit.

Henry D. W. Alexander
& Isaac Alexander
by their next friend

Bill

Reuben J. Horton et ux

On motion of M. R. Bullard ordered that the return of the Commissioner appointed to divide the negroes belonging to the Estate of D. R. Isaac Alexander deceased, returned in this Case be confirmed and that the assignment of Hector and Serena by Sarah Horton allotted to her, to the Complainants in Part satisfaction of the decree in this Case be confirmed the same having been arranged at the valuation thereof by the Commissioners, and on motion of M. R. Blanding Solicitor for the Complainants, it is ordered that the Guardian in Chief of the Complainants do pay him out of their Estate in his hands one hundred dollars as a counsel fee for conducting this Case.

Maria Bracey
vs
Margaret, et al

Bill

On motion of John C. Carter it

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Is ordered that a writ of partition do issue to Commissioners directing and requiring them to make a division of the real and personal estate of Jolly Bracey, deceased amongst the Parties therein interested according to the Statute of distributions.

Joseph Patterson
vs
Thomas Duren Esqr.

Bill.

George Duren dec'd

On motion of Levy & M. C. Willie def. t Solicitor, it is ordered that the order pro Confesso be set aside and the defendant be allowed to put in his answer, and on motion of John C. Carter it is ordered that the above case be referred to the Commissioner requiring him to report what amount of money is due to the Complainant by the Estate of George Duren deceased.

Mary Rees Adm. x W. M. Rees
vs
The heirs of Rob. t Dearington

Bill. Continued

Peters & Harrison
vs
Gray & M. C. Shorter

Bill. Continued

The Same
vs
Alvin A. M. C. Shorter

Bill. Continued.

James Creighton et al
vs
Ex. x Samuel M. C. Kee dec'd

Bill. Continued

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Whereas Daniel S. Bailey in his life time purchased a tract of Land of the Estate of John Horton deceased lying on Hanging rock Creek, and as no titles have yet been made to him or his heirs, on motion of Levy & M. C. Willie it is ordered that they be made to Jane Bailey wife of the deceased and Sarah Bailey and Elizabeth Amanda

Bailey his two daughters and heirs at law.

Hollis Horton
vs
Jeremiah Smith

Bills of Complaint, &c

Lydia Jones

vs
Hollis Horton et al

Whereas Sarah Smith wife of Jeremiah Smith is entitled to a distributive share of the real estate and personal estate of her deceased father William Jones which this honorable Court has directed to be settled on the said Sarah and the heirs of her body, it is, on motion of Levy & M. C. Willie, ordered that the moneys which are in the Commissioner's hands be paid over to William M. C. Willie as trustee of the said Sarah and her issue.

To the honorable the Judges of the Court of Equity of the said State.

The petition of Howell Evans sheweth that James Madison Coker and Magdalen Coker are minors under the age of twelve years, and are entitled to considerable real and personal estate of their deceased father; The said Howell further petitions that he may be appointed Guardian of the said Minors, and permitted to take Charge of their estate aforesaid, and the Mother

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the natural Guardian is in Court and Consents thereto. The Prayers of the above petition is granted.

Thomas Langford et ux et al
vs
Charles Robinson

Bill Continued

Lydia Parish et al
vs
Jeremiah Parish et al

Bill. Continued

Alexander Douglas
vs
James Douglas et al

Bill. Continued.

Adm. x Aaron Cowles
vs
Fowler Williams

Bill. Continued.

Jesse Mothershead et al
vs
Frances Mothershead et al

Bill.

By consent of the parties it is ordered that the order made at the last term directing the sale to be made on a Credit of one year, be altered and that a Credit of one and two years be allowed on the said sale.

William Ballard
by his Committee
vs
Rebecca Ballard

Bill.

The Commissioner having by order sold the lands in this Case mentioned except one tract called Logan's tract, it is ordered that the order for sale in this Case be extended as far as regards said tract, and that the same be sold on the same terms

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with the sales under the prescribed order

Lydia Parish et al
vs
Jeremiah Parish

Bill.

On motion it is ordered that the Com.r do pay over to the respective parties interested in this case the funds in his hands in this Case.

Thomas Davis V. John Doby	}	Bill. Continued.
Abraham Blanding V. Daff & Alsobrooks		
James & Joshua Bailey V. John Gibson	}	Bill. Referred

Hollis Horton Vs Jeremiah Smith)
Lydia Jones Adm.x V. Hollis Horton et al) Bills

The accounts in these Cases having been adjusted to the mutual satisfaction of all the parties therein, and they having given mutual discharges subject to such adjustment, it is, ordered that the Commissioner do pay over to the respective parties the amount found due to each of said parties after deducting from the share of each the amount which each stands indebted to the said Estate.

The Court adj.d till the 26.th June next

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The Court met agreeably to adjournment at Camden on Wednesday the 26.th June in the year of our Lord One thousand eight hundred and twenty- Present the honorable Henry W. DeSaussure Esq.r

William Ballard by his Committee V. Rebecca Ballard Adm.x Lewis Ballard dec.d)	}	Bill.

It being suggested that Shadrack Rodgers in the life time of the intestate of defendant purchased of him a certain tract of Land for which the said Shadrack paid only a part in the life time of the said intestate and that the balance of the purchase money has been paid since his decease to the defendant, it is on motion ordered that it be referred to the Commissioner to enquire into these facts and report thereon.

A. Blanding V. R. Coleman et al)	Bill to foreclose a mortgage.

On motion of Levy & McMillie Solicitors for defendants it is ordered that the order Pro Confesso in this Case be set aside and the parties be allowed to plead, answer or demur.

Willie Vaughan V. John T.C. Vaughan	}	Bill. Time for sale of real estate by the Commissioner extended.
Peters & Harrison V. Gray & McShorter		
	}	Bill. Continued-

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Peters & Harrison V. Alwin A. McShorter	}	Bill. Continued
Daniel Cantzon et al Children of Rachel Cantzon) V. Agnes Johnson and John Dunlap)	Bill to protect a remainder

Agnes Johnson
V.
Daniel Cantzon et al) Bill to Compel a Counter security.

The parties having compromised their rights under the above decrees, and the Children of Rachel Cantzon having agreed to receive sixteen hundred dollars in lieu of the specific relief given by the decree and having agreed to release four hundred dollars of the said sixteen hundred dollars it being one fourth of the said sum on account of the breach of the warranty made by John Cantzon to John Dunlap, the said John Dunlap in consideration thereof releasing his claim against the said John Cantzon, and the said John Dunlap having paid or given satisfactory security to pay four hundred dollars to the said Children of Rachel Cantzon, and the said Representatives of David Dunlap having paid four hundred dollars to the said Children of Rachel Cantzon, and the said Agnes Johnson having paid or secured to be paid four hundred dollars to the said Children of Rachel Cantzon, and the said Agnes Johnson having paid or secured to be paid four hundred dollars to the said Children of Rachel Cantzon, and the Children of the said Rachel Cantzon who are of age having accepted of the said several sums of money in lieu of their Claims to the reversionary interest of Bet and her children, and it

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appearing to the satisfaction of the Court that the compromise above set forth would be a beneficial one it is therefore ordered that the Compromise be confirmed so far as relates to Rachel Cantzon who is the only Minor, and it is further ordered that the said Compromise be confirmed so far as relates to the other persons above set forth- That the said decrees be satisfied and that the afore-said defendants be discharged from the specific performance of the said decrees, so far as relates to Bet and her issue.

Maria Bracey V. James English Guardian ad litem of Margaret Bracey et al	}	Bill for partition

On motion of J.C. Carter it is ordered that the order which was obtained at the last Court of Equity ordering a writ of Partition to

Commissioners directing them to make a division of the real and personal estate of Jolly Bracey deceased be extended until the next Court, so that the said Commissioners may make their return at that time.

Rebecca Ballard et al V. Robert Gibson	}	Bill for discovery & relief.

Mr Carter having stated to the Court that the defendant called upon him and upon learning the nature of the Bill, stated that he was aware that the land in the bill mentioned was purchased with his father's funds, and it appearing that the Bill had been taken pro Confesso; it is ordered that the lands mentioned in the Bill be sold on the

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day of next and that the proceeds of the said sale be applied to the payment of the Com-plainants' demand as stated in the bill.

Thomas Langford et ux et al V. Charles Robinson	}	Bill. Continued.

Alexander Douglas V. James Douglas et al	}	Bill. Continued to next Court on affidavit of def.t of the absence of a Material witness- Complainant authorized to examine Thomas Mackie and Wil-

lian Carmichael aged or infirm witness, on interrogatories.

James Purdy }
V. } Bill for relief.
Alexander / Samuel / Douglass }
las }

In this case it is ordered that unless the defendant shall pay up to the Comp. t the amount of the purchase money and interest together with the costs of this suit, by the fifteenth day of November next, the land mentioned in the bill be sold for Cash on the sale day in December next to satisfy the amount of the said purchase money and interest and Costs. It is further that the said lands remain liable to satisfy the said purchase money interest and costs-

Jesse Mothershead et al }
V. } Bill.
Frances Mothershead et al }

The Commissioner having reported that he offered the Lands mentioned

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in the Bill for sale and that three hundred acres of the same was bid off by Jason Micklin who has not complied with the terms of the sale; it is ordered that the said tract of three hundred Acres mentioned in the Bill be set up to sale again on the terms mentioned in the last order obtained in this Court.

Mary Rees Adm. x Wm Rees }
V. } Bill for account.
The heirs of Robert Darrington }

The Commissioner having submitted the following report, viz, "In this case I have been attended by both parties in this case and report that there is nothing due from defendants to the Complainant. Camden 26. th June 1820.

it is ordered that the same be confirmed and that the Bill be dismissed with Costs. J. Carter Com. r"

Adm. x Aaron Cowles dec. d }
V. } Bill for relief
Fowler Williams }

Ordered that the order for reference in this Case be extended till the next Court.

Thomas Davis }
V. } Report.
John Doby }

The Commissioner having submitted the following report "In this Case the Bill and answer furnish all the testimony requisite to ascertain the amount due from defendant to Complainant. From these it appears by the defendants' answer that the

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stands indebted to the Complainant in the sum of one hundred and forty eight dollars and 50 Cents which ought to bear interest from the first day of May 1817; It is ordered that the same be confirmed.

Thomas Walker }
V. } Bill.
Daniel Cantzon }

ordered that the defendant in this Case do have until the first day of October to pay up the money due upon the mortgage- And if the said amount is not paid up at that time the Land be advertised and sold for Cash at the next sale day after.

Abram Elandring }
V. } Bill- Continued.
Raff & Alsbrooks }

EX PARTE
Willie Vaughan }
Guardian of John } Report
T.C. Vaughan }

In this case the Commissioner submitted the following report, "In this Case Willie Vaughan was ordered at the last Court to account on or before the first day of June instant for his guardianship and renew his security to his guardianship bond which he has failed to do, and states that as to the removal of his security he cannot do it.

J. Carter Com. r
24 June 1819.

Thereupon it is ordered that the letter of guardianship of the said W. Vaughan be revoked."

(signed) Wm D. James.

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Willie Vaughan }
V. } Bill for a Partition.
John T.C. Vaughan et al }

The Commissioners appointed in the above Case made the following return, viz,

South Carolina }
Camden District } ss.

To the honorable the Court of Equity of and for the district and State aforesaid.

We William M. C. Millie, Postell M. C. Caa and Lewis Ciples a Majority of the Commissioners named in the writ of partition hereunto annexed do hereby certify that in Obedience to the requisition of the said writ, we have proceeded to a valuation of the undermentioned negroes, to wit,

N. o 1. Mie	Children	17. Hannah	Children of Hannah
2 Lucy	of	18. Cato	
3 Leah	Mie	19. Stephen	
4 Rosetta		20. Esther	
5 George			
6 Jenny	Children of Jenney	21. Chloe	
7 Jacob		22. Binah	
8 Manna		23. Rachel	
9 Truly		24. Fatty	
10. Henry		25. Dave	
11. Maria		26. Feb.	
		27. Jacques	
12 Maria	Children of Maria.	28. Cromwell.	
13 Abraham		29. -----	
14. Romeo			
15. Jim (Mickham)			
16. Theresa			

and have adjudged the aforesaid twenty eight negroes to be of the value of thirteen thousand four hundred and twenty seven dollars, and farther we recommend a sale of the Land with a view to its due

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Distribution among the heirs
(signed)

William M. C. Millie (Seal)
P. M. C. Caa (Seal)
Lewis Ciples (Seal)

which was Confirmed }
John Russell et al } Bill. Continued.
V. }
William A. Russell admr }

The Court adjourned till tomorrow.

27.th June 1820-

The Court met this morning agreeably to adjournment

Reuben Arthur
V.
Roger Dunn } Bill for an injunction.

It appearing to the satisfaction of the Court that Roger Dunn resides out of the State, it is therefore ordered that he do appear to the said bill on or before the first January next and in default thereof the said bill be taken pro confesso-

Catharine Cowles Adm.r
Aaron Cowles, deceased
V.
Fowler Williams } Bill. It is ordered that the Complainant do give security for costs on or before the fifteenth day of November next, and in default thereof that the bill be dismissed.

Joshua Bailey
& James Bailey
VS.
John Gibson et al } Bill. Continued on affidavit of Complainant.

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John Craven by
his Committee
V.
Stephen Harmon
& Lewis Breaker } Bill. It appearing to the satisfaction of the state that Stephen Harmon resides out of the State; It is therefore ordered that he do appear to the said bill on or before the first day of January next, and in default thereof that the Bill be taken pro confesso. And it is further ordered that the Complainant have leave to examine Isaac Knighton and Darling Jones aged witnesses in the above case on his behalf de bene esse.

Andrew Hood et ux
V.
David Archer et al } Bill. Continued to next Court

John Roster
V.
John Stewart et al } Bill. Order taken pro confesso against the minor heirs- The case was argued on its merits by M.r Miller for Complainant and Mess.rs Holmes and Evans for the defendants- The Court took time to consider.

Joseph Burnsides et al
V.
Patton Knox & Alex.r Burnsides } Bill for a Partition-

Ordered that so much of the land mentioned in the Bill as is disputed in this case be run out and that the Complainant be appointed a Surveyor and ordered to return a plat thereof to this Court at its next sitting.

John Dunlap et al
V.
James Dunlap et al } Bill for account & Partition

On motion of M.r Bullard Comp. Solicitor it is ordered that a Commission do issue

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in this case to

Commissioners directing them in the month of December next to make partition of the lands and negroes belonging to the estate of James Dunlap late deceased between the parties interested therein accord-

ing to their respective rights.

MS

Ex parte
John Trantham
& Nancy his wife } Petition to be appointed Guardian-

The petition of John Trantham and Nancy his wife being read, it is ordered that the said John and Nancy be appointed Guardians of James Dunlap, Robert Dunlap, William Dunlap and Samuel Dunlap the minor sons of the said Nancy and her late husband James Dunlap dec'd on their giving the usual security- also ordered that the said John Trantham be guardian ad litem to the said Minors who are defendants in the case of John Dunlap et al. against James Dunlap et al.

Thomas L. Dean
V.
Rijah Croxton } Bill.

In this case it appearing that the Cause of action has been settled by the parties, it is ordered that the Complainant do pay the Costs of the Commissioner at this Court.

William Duncan et ux- et al
V.
Alston Colle } Bill for Partition

Ordered that a writ of partition do issue directed to Nathaniel Barber, Mackey Perry, George Perry directing them to lay off the lands according to the respective interests of the parties, or to Value the same and return the Value

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thereof to this Court at its next Session.

Ex Parte
The Commissioners
of the Treasury } Petition Continued.

Royal Bullard
V.
William M. Bullard et al } Bill. Continued.

John Kershaw et al
V.
S.F. Dubose et al } Bill for Partition, &c

The Commissioners appointed by the order of this Court at its last session to divide the Lands in this case having made a division thereof and returned a plat into this Court it is ordered that the said return be confirmed.

Joseph Patterson
V.
Thomas Duren Esqr
George Duren dec'd } Bill.

In this case the Commissioner having made the following report "In this case I report that there are six hundred and thirty Dollars and 40 Cents including interest due by the defendant to the Complainant."

J. Carter Com.r

It is therefore ordered and decreed by the Court that the defendant do pay to the Complainant the sum of six hundred and thirty dollars and forty Cents with interest on the first day of February next unless the defendant do give the Complainant Credit on a note which the defendant has on the Complainant for the said sum of six hundred and

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thirty dollars and forty Cents and interest before the said first day of February next. Each party to pay their own costs.

Barrell Evans
V.
James Williams } Bill. Continued



David George
V.
James Russell et al } Bill. Continued.

Hollis Horton
V.
Jeremiah Smith } Bill.

On Motion of Levy and McMillie it is ordered that William McMillie Trustee of Sarah Smith and her Children be authorized to purchase a certain negro woman named as trustee of the said Sarah and her children at the price of three hundred dollars for the use of the said Sarah and her children, it appearing from the representations of the Commissioner that said purchase would be expedient.

Hodges & McCann
V.
John Dubose et al } Bill.

It is ordered and decreed in this Case that the Complainants do recover against the defendant John Dubose the amount of the bond and note mentioned in the bill and that the trust estates of Margaret Dubose the wife of the said John and the trust estate of the Children of the said John Dubose be respectively charged with the payment

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of so much thereof as was contracted for the use of the said Margaret and the children of the said John and the respective estates and it is further ordered that it be referred to the Commissioner to report what part of the amount of the said bond and note the said trust estates are liable to pay. And that the said John Dubose the trustee do account before the Commissioner on the first of January next for the profits of the said trust estates for the present year and do pay over to the Commissioner of this Court the amount of the said profits to abide the further order of this Court.

EX PARTE
Sarah Dubose Guardian
of Sarah, Isaac & Serre Dubose } Petition

In this Case the Com.r having submitted the following report "In this Case the property of the elder children of the petitioner consists in about eleven negroes and a tract of land in the lower Country the value of which is unknown, and the amount of debts to be paid by them for the estate of their grand father being considerable, an annual allowance of more than three hundred dollars for their support and maintenance would be unadvisable, I

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therefore recommend that the said sum of three hundred dollars be allowed for the future annual support and education of the said three children- I further report that the petitioner has pawned a negro girl belonging to her said children in the City of Savannah for the joint expence of herself and children which said girl

all which is respectfully submitted

Camden 28.th June 1820.

J. Carter Com.r

it is ordered that the same be Confirmed-

A. Blanding
V.
Robert Coleman et al } Bill for foreclosure.

Upon looking into this Case and hearing argument it is ordered that the defendants have until the first of

January next to redeem the mortgage and that in case they shall fail to do so by the first day of January next the mortgaged premises be sold for Cash to satisfy the sum due upon the bond and mortgage.

EX PARTE
ROYAL BULLARD } PETITION

It appearing by the petition of the petitioner in this case that he has bought a negro girl named Stativa for the minors Henry D.W. Alexander and Isaac B. Alexander and that the said purchase is a beneficial one for the minors it is ordered that the said purchase be confirmed

EX PARTE
ANN WATSON GUARDIAN
OF CATHERINE P. WATSON } PETITION

Upon evidence furnished to the Court of the value of the property of

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Catharine P. Watson as left her by her father's will, it is ordered that the Executor of the said will do pay into the hands of the said Ann Watson Guardian of the said Catharine Watson the sum of three hundred dollars annually for the maintenance and education of the said Catharine.

Fowler Williams
V.
Daniel Hunt and
James Parks Admors.
of Harry Jones et al } Bill for injunction &c.

On motion of Levy & McMillie Sol.rs for Complainant it is ordered that an injunction do issue agreeable to the prayer of the bill in the above case.

James Creighton et al
V.
Ere.x Samuel M.cKee et al } Bill

It is ordered that the account of the Crop of 1814 be taken before the Commissioner of this Court.

Isaac Perry
V.
William Dixon
& Mary his wife and
John Perry Exors. of
Benjamin Perry dec.d
who was Admor. Sarah Tillman } Bill for discovery, &c.

The Commissioner having submitted the following report "In this case I have examined the accounts of the parties and the claim of Complainant as heir at law to the said Sarah

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Tillman to a distributive share of her estate and find him entitled to the sum of thirty two dollars and 44 Cents which with interest from the first day of Jan.y 1812 amounts to fifty one dollars and 73 Cents- And that assets sufficient to discharge the same are in the hands of the defendants.

All which is respectfully submitted-

J. Carter Com.r

William Ballard
by his Committee
V.
Rebecca Ballard
Adm.x Lewis Ballard } Report.

The Commissioner having submitted the following report "In this case I report that Shadrack Rodgers paid in part for the land mentioned in this case and that the balance of the purchase money has been paid by the said Shadrack to the def. I therefore recommend that the parties to this suit do execute titles for the said land to the said Shadrack Rodgers. Given 26 June 1820. J. Carter Comr."

it is ordered that the same be confirmed and that the Committee of Wm Ballard and the defendant do execute titles to the said Shadrack for the land so purchased and paid for.

Samuel Willey &
Jaradock Willey

Elisha Payne

Bill

On hearing argument in this case it is ordered that the defendant Elisha Payne who purchased the land in question at a sale heretofore made at two hundred dollars be declared to hold the same as trustee for the Complainants, and it appearing that in a suit formerly pending in this Court

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wherein Turner Ivy and Jacob Boon were Complainants and Nicholas and others defendants that the defendant had advanced for the benefit of the Complainants in this suit the sum of seven hundred and eighty six dollars and eighty four Cents, it is ordered that the lands mentioned in this Bill be sold on or before the first Monday in August next by consent of both parties for fifteen per Cent Cash, and the balance on a credit of six and twelve months, and that out of the proceeds of said sale the defendants' said demand be satisfied with Georgia interest thereon from the 20th June 1816; and that the purchaser at said sale do give Security to be approved by the Commissioner and that the money be paid to the Commissioner for the benefit of the parties interested.

John Roster

John Stewart et al

Decree.

The bill states that John Roster the father of Complainant purchased from Thomas Latta a tract of land conveyed by certain notes and bounds and calls for two hundred acres more or less, and this land was conveyed by deed to the Complainant by his father but there was no seal to the deed. That John Roster is dead leaving William Roster, Mary Roster and Henry Roster his heirs at law. That Thomas Latta has departed this life leaving Martha Latta, John Latta, Samuel Latta and Elizabeth Latta his heirs at law. That John B. Davis and John Stewart administered upon the Estate of Thomas Latta- that

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sometime since John Stewart trespassed on a part of this land and Complainant brought suit at law against the said John Stewart and gave notice to the heirs of Thomas Latta to defend their title, and upon the trial at law Complainant was evicted of sixty five acres of the most Valuable of said land- That this land which was lost constituted the principal motive to the purchase, that the land now is worth at least forty dollars per acre. That he has applied to the representatives of Latta to compensate him for the breach of the warranty- That he is ignorant of the fact, whether the administrators of Thomas Latta have or have not administered. The bill prays that the administrators or heirs of Latta may compensate him out of assets descended and that the heirs of Roster may make a formal release- The bill is taken pro confesso as to all the heirs of Thomas Latta except John Latta- The defendants John Stewart and B. Davis answer and say Thomas Latta died about 1807 and his estate was divided in 1814 among his heirs, and these defendants have none of the assets of Thomas Latta in their hands, and they submit that as to them the bill ought to be dismissed- They admit that in a suit at law the Claim of Complainant was restricted to two hundred acres

the exact quantity conveyed to him- They do not know whether Thomas Latta's deed to Foster conveys land that he has no right to- John Stewart admits he drew the deed of Latta to Foster The defendants insists on the statute of limitations because there was a breach of the warranty more than four years since- They further contend that the Complainant's demand is purely legal and available at law- John Latta in his answer states the

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quantity intended to be sold was only 200 Acres at the price of six dollars per acre, that both parties so understood it, and that if more was sold it was a mistake; he states that a division of Thomas Latta's estate has taken place, he says the land had been sold and part of the securities for the purchase money is in his hands, he says he had no knowledge of the Complainant's demand until a division took place, and he says Complainant never called on defendant after the suit at law- He relies on the statute of limitations and he contends that Complainant's demand is a purely legal one. John Latta in and by his last will and testament duly executed on the 7th January 1795 did amongst other things devise to his son Thomas Latta the plantation on which he then lived, and a tract of 58 acres conveyed by Thomas Blair bordering on the Catawba River and so much adjoining to it off the lower end of the plantation where the testator lived as would make the whole two hundred acres. Thomas Latta by deed duly executed dated the 12th May 1801 conveyed to John Foster and his heirs for the consideration of \$1200 all that plantation containing two hundred acres more or less situate on the E.E. side of the Catawba River and Waxhaw Creek as described and represented in a plat annexed to the deed made by John McClellan surveyor being a plantation devised to the said Thomas Latta by the last will of a father dated the 1st day of August 1796. There is a clause in the deed by which Thomas Latta warranted the premises to the said John Foster and his heirs against himself

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and his heirs and against all other persons lawfully claiming the same or any part thereof. But this instrument purporting to be a deed has no seal to it.

John Foster Senior in consideration of two thousand dollars conveyed to John Foster Jun. on the 18th July 1811 a certain tract of land containing 266 acres by a resurvey made the 14th June 1814. and which he warranted to said purchaser. (This is the tract which he had purchased from Thomas Latta) John Foster finding part of the land he claimed disputed by John Stewart brought suit against him to try title which suit being tried the Jury found a Verdict for the defendant and established the black dotted line (marked on a plat attached to the said verdict) as the dividing line between the parties- by reference to that plat the surveyor states that if the pliff, in the suit (Foster) should be confined to the line A.A. which the defendant wished to make the boundary the plaintiff would have 220 acres and two tenths or at any rate 215 acres and two tenths, after throwing out a small loop of the Creek outside of the line, and the defendant would have 269 acres and six tenths. But the Jury found more favorably for the defendant and made the dotted line on the said plat the boundary; which line encroached still more on the land claimed by the plaintiff and left him only two hundred acres in his tract, by which the Complainant alleges that he lost sixty five acres of the land his father had purchased of said Thomas Latta- Since his eviction (on the decision by the Jury and court of law) John Foster filed this Bill to recover compensation for the loss of land alleged to have been sustained by him against Martha Latta

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John Latta, Samuel Latta, Sarah Latta and Elizabeth Latta the heirs of Thomas Latta deceased and against John Stewart and John Davis administrators of said Thomas Latta alleging that the land from which he is evicted by said Verdict was included within the deed conveyed to the Complainant's father and by him conveyed to the

Complainant, and that it is the most Valuable part of the tract and is worth from 40 to 50 dollars per acre which sum he is entitled to as a reimbursement for the breach of warranty, but he is unable to learn whether the Administrators have fully administered the estate of Thomas Latta and paid over the proceeds to the heirs of the said Thomas- The Bill prayed relief against the heirs and administrators of said Thomas Latta, and that Wm. Foster, Henry Foster & Henry Foster may be compelled to execute some deed to perfect the instrument of conveyance from John Foster deceased to the Complainant which was legally defective for want of a seal.

To this bill John Stewart and John Latta the defendants put in answers as are above stated and a decree pro Confesso was taken against Martha Latta, Samuel Latta, Thomas Latta and Sarah Latta.

The defendants Stewart and John Latta filed the proceedings at law by which it appeared that a partition had been ordered to be made by the Court of Common Pleas of the estate of Thomas Latta deceased among his heirs.

On the coming on of this cause to a hearing the following evidence was given.

M^r. McDaniel a deputy surveyor who made

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a resurvey of the lands under a rule of Court in the suit of John Foster v. John Stewart, testified that on the resurvey he found that the Complainant claimed up to the line marked on the plat E.B. which if established would give him/very/ considerable surplus of 15 or 20 acres and that the dotted line would give the Complainant exactly two hundred acres according to his deed- The surveyor gave no decisive opinion which was the true line- The Jury found the dotted line which confines the Plaintiff to two hundred acres, and that is the judgment of the Court.

Several respectable witnesses testified that they knew the land well, and that the land cut off by the Verdict of the Jury was very prime, being the best of the whole tract, and was worth forty dollars per acre. Col. Witherspoon thought it worth at least that to Foster.

M^{rs}. Stewart was examined on the part of the defendant. She testified that when her brother Thomas Latta sold the lands to Foster, the quantity agreed to be sold was two hundred acres, and the price was six dollars per acre- It was calculated and her brother said it amounted to 1200 dollars. Her brother's Object was to see what his father had given him by will, to wit, 200 acres- The deed was not executed on the same day that the agreement was made for the sale- She thought the line was run out before the sale- Being cross examined, she stated that she could not exactly say, when the line was run out.

M^{rs}. Stewart testified that John Foster the purchaser from M^r. Latta used to say that the lands conveyed to him amounted to only 197 acres, and he claimed three additional acres to make up the two hundred mentioned in the deed and he heard him say that he gave six dollars per acre, but does not remember to have heard him say that he bought by the quantity- The line run by the Surveyor M^r. McDaniel was, the line claimed by M^r. Foster- The land in dispute is good- It is worth 20 dollars per acre- Indeed connected as it is, it is worth forty dollars per acre- The remaining 200 acres would be worth two thirds or three fourths of the land taken off- Several of the children of Thomas Latta the Vendor have left the State, but have rights in some of the distributive shares of the Estate. The witness as fully administered on the estate of Thomas Latta- It was proved that notice had been given to the Lattas by Foster to support his title in the suit against Stewart which was not however done.

This case is not without considerable difficulty and my mind has fluctuated considerably in making up an Opinion.

The first question which occurs in that was really intended to be conveyed by Thomas Latta to John Foster, and this makes it necessary to go one step further back to enquire what Thomas

Latta had acquired by his father's will and had a right to sell. The will given to Thomas Latta the plantation on which he then lived and a tract of 58 acres conveyed

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from Thomas Blair bordering on the Catawba River and so much adjacent then lived, as would make in the whole 200 acres- The rest of the lands the testator devised to his wife and his other children. It is quite clear the testator does not mean to give more than two hundred acres- He does not give a distinct tract supposed to contain 200 acres but which might contain more; but a tract to which 58 acres are to be added and as much more as Thomas Latta could claim under his father's will- He afterwards made sale to John Foster and it is quite clear he did not mean to sell more than he was entitled to under his father's will- For he conveys a plantation containing 200 acres which he says in the deed is the plantation devised to him by his father- If it rested here there could not be a shadow of doubt and no recovery could be had against the defendant; for it is proved and indeed not denied that there are two hundred acres in the tract remaining to Foster, notwithstanding the decision by the Jury. But it is insisted for Complainant that there are other facts in the case which vary it materially and entitle Complainant to recover. It is urged that Thomas Latta in his deed of conveyance describes the land sold, fixes certain metes and bounds and refers to a plat attached to the deed, as the true representation of the land really intended to be sold conveyed, tho' that description might contain more than the quantity of acres named.

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and it is insisted that the plat specifying certain metes and bounds establishes the rights and responsibilities of the parties, and entitles the purchaser to have all the lands comprised within those bounds, tho' containing more acres than are named in the deed or plat, whilst it holds the Vendor liable to make compensation for any deficiency, tho' the quantity left after eviction be equal to the quantity named in the deed. The plat attached to the deed from Latta to Foster does certainly designate certain metes and bounds, and the land comprised within those metes and bounds, does certainly (as appears by the resurvey) exceed considerably two hundred acres. It is also certain that the recovery by M^r. Stewart does diminish that quantity down to two hundred acres- It is for this deficiency that the claim of Complainant is set up for compensation. In examining this question of liability, it is brought precisely to this point, is the Vendor bound exclusively by the metes and bounds mentioned in the plat, or is he at liberty to shew alioquinde that was the true quantity of land intended to be sold and conveyed and is his responsibility limited to that- In general it may be laid down to be the rule, that the Vendor is liable when he sells by certain metes and bounds for the quantity comprised within those metes and bounds, tho' larger than the quantity named on the face of the deed or plat. But I apprehend it to be merely a rule of evidence in order to ascertain really

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what was meant to be sold and conveyed, and like all other rules of evidence is liable to be rebutted by other evidence- There may be other facts or circumstances which may shew the intention of the parties contracting to have been different; and that the quantity intended to be sold was the precise quantity named in the deed and no more, whatever may be the metes and bounds- I am very strongly inclined to think that there are facts in this case appearing on the face of the deed which do shew the real intention of the parties, and that their intention was to contract for two hundred acres of land and no more, notwithstanding the attaching a plat to the deed with certain metes and

bounds.- They are as follows:- The Vendor claimed under the will of his father two hundred acres of land and no more, not in one entire tract, but composed of several tracts and parts of tracts, directed to be put together to make up the precise quantity of two hundred acres- Latta meant to sell to Foster exactly what he had acquired under his father's will and no more for his deed of conveyance refers to the will and professes to convey his rights under it, and calls the land he was selling two hundred acres, and the plat itself attached to the deed expressly states on its face that it is intended to represent two hundred acres being the land devised by old Latta to his son. To this deed the Vendee is of course a party- It speaks his language as well as that of the Vendor. It expresses what the one was willing to sell, and what the other expected to purchase. The intention of both Parties appears to be so manifest that it would require great weight of evidence to counterbalance

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it- But there is nothing to counterbalance the plain and express meaning of the parties, but a plat attached to the deed with metes and bounds marked on it, which would comprehend more than two hundred acres- And that, I think, is too weak to Oppose the circumstances above stated- The evidence of intention preponderates greatly in favor of the Vendor. He did not mean to sell more than he owned and the Vendor was apprised of that and accepted it. It was insisted however that the intention of the terms more or less in the deed of conveyance shows that the parties did not mean to limit themselves to the two hundred acres mentioned in the deed- The true object of the insertion of those words in deeds of conveyance is to prevent litigation for small deficiencies- They prevent the liability of the Vendors for small deficiencies; but they also secure to the Vendee all surpluses. But this is a subordinate rule and has application only after it is ascertained what was the land truly intended to be conveyed which is the previous question- Undoubtedly it is difficult to account for the annexation of a plat to the deed with certain metes and bounds which were at war with the actual rights of the Vendor, and with what he expressed to be willing to sell and the Vendee to purchase, and with the quantity expressed on the face of the plat itself. It might be an error of the surveyor. But whatever it was it cannot effect the real intention of the parties sufficiently manifested by other acts in the case.

In a case, where to say the least of it, there is great

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doubt of any intention to sell more than a precise quantity, the Court would be very reluctant to make the defendants liable for any supposed deficiencies whilst the Complainant clearly has his two hundred acres of land which was the quantity the Vendor had a right to and professed to sell. It ought to be a clear case deficiency when the quantity actually held indisputably by an alleged Vendee, is the quantity expressed in the deed- It would be a harsh application of a rule intended to protect Vendees against losses, found is equal to the quantity mentioned in the conveyance and intended to be sold.

These views have been taken after considering the written documents alone- If we receive and advert to the parole evidence that will not vary our views of the case- For tho' on purchase up to the line marked on the plat, on the other hand quantity derived from his father's will and no more; and that it was distinctly stated to be two hundred acres, which was fixed at six dollars per acre and amounted to twelve hundred dollars. And that Foster the purchaser from Latta had professedly declared there were only one hundred and ninety seven acres, and he claimed the additional three acres to make up

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the two hundred he had purchased. Now, if we receive this evidence it corroborates and strengthens the views heretofore taken of this case, and if we reject it, it still leaves the case on the ground before taken- On the whole as this evidence goes to show how these parties understand their own acts, which might otherwise be doubt-ful, I think it receivable, tho' I should come to the same conclusion without it. That conclusion is that the Vendor being entitled to no more than two hundred acres of land under his father's will made of various tracts and parts of tracts, and selling two hundred acres to the purchaser, referring in his deed to his right under the said will as the property to be conveyed, which was accepted by the purchaser, he ought not to be considered liable for any deficiency since two hundred acres are actually found to be- long securely to the purchaser; notwithstanding the plat attached to the deed (and calling expressly for the two hundred acres de-vised by Latta the father) marked out metes and bounds which would include more than two hundred acres, and which did not belong to the Vendor- With this Opinion it follows that the bill should be dismissed- It is unnecessary for me to consider fully whether the statute of limitations to the Complainant's demand, supposing that to be /have been/ a good one- My present opinion however is that the statute would not have barred the Complainant if he had any just ground to

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Claim Compensation- I think there was sufficient ground for coming into this Court for relief, if the party could have made a case to entitle him to it, but it is quite unnecessary to state what the rule or measure of relief would have been had the plaintiff made out a case requiring the aid of this Court- It is a question of contradictory opinions have been given in different states, and in our own Courts at different times; and the rule may have modifications according to the nature of the subject of Contract, It is ordered and decreed that the Complainant's bill be dismissed with Costs.

(signed) Henry W. DeSaussure.

The Court adjourned till the fourth Monday in February next.

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The Court met agreeably to adjournment on Monday the twenty sixth day of February in the year of our Lord one thousand eight hundred and twenty one.

Present

The honorable William P. James Esquire.

Abram Elandring)
V.) Bill. ordered that this case be referred
Raff & Alsobrooks) to the Commissioner to report the
balance due on the mortgage.

John Russell et al)
V.) Bill.
William A. Russell)
Admor. of John Russell)

On motion it is ordered that this case be referred to the Commissioner to report the amount that each heir is entitled to out of the Estate of John Russell deceased.

John Kerahaw et al)
V.) Bill. Continued.
Samuel F.W. Dubose et al)

Willie Vaughan)
V.) Bill. abated by death of the Complainant.
John F.C. Vaughan et al)

Peters & Harrison)
V.) Bill. Continued.
Gray & McShorter)

The Same
V.
Alvin A. McShorter) Bill. Continued.

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Maria Bracey
V.
James English Guardian
ad litem of Margaret Bracey et al) Bill.

On motion of John C. Carter it is ordered that the order which was made in this case be extended.

William Duncan et ux
V.
Alston Colle) Bill. Ordered that the return of the Commissioners to the writ of partition in this case be confirmed and that the commissioner of this Court do execute titles to Alston Colle to the land in the return mentioned upon his complying with the terms of the return and upon his giving bond and good security for the payment of the two instalments that are not immediately due.

Francis Boykin
V.
Uriah Blackman et al) Bill to foreclose.

On motion of John C. Carter it is ordered that this case be referred to the Commissioner to report the amount that is due on the notes of Uriah Blackman and Francis Boykin to James Clark Indorsee of Philip Pittman.

Board of Public Works
V.
Ann Watson, C. tharine
F. Watson Jos. Nickle and
Joseph Murphy) Petition for appointment of Appraisers to value lands for Wateree Canal. The petition in this case being heard it is thereupon ordered that James Cheanut.

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Powell McCas, Benjamin Bincham, Joseph Cunningham and Edward Cureton be appointed appraisers and that they or a majority of them do value the lands stated in the petition and required by the Board of Public Works to be surrendered for the purposes stated in the petition-

Benjamin Bincham & Co
V.
Postell McCas Survivor
of Hodges & McCas et al) Bill to foreclose.

The following report, viz, "I report in this case having made due by the defendants to the Complainants the sum of five thousand one hundred and twenty three dollars and ten cents including interest to this day, and that the mortgaged premises mentioned in the Bill are liable for the satisfaction of the said sum. Given 27 february 1821.

J. Carter Com.r Eq."

It is therefore on motion of John C. Carter ordered that the report be confirmed, and it is further ordered that the mortgaged premises be sold on the first Monday in April next, unless the money due in this case be paid before that time, on a credit till the first day of January next on the purchaser's giving bond and good personal Security and a mortgage of the premises for the purchase money,

EX PARTE
JOHN KERSHAW

PETITION

On reading the petition in this case it is ordered that the petitioner John Kershaw be appointed a trustee under the deed of assignment of the late Col. Joseph Kershaw made in favor of his creditors.

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William Ballard
by his Committee
V.
Adm.x Lewis Ballard dec.d) Bill. Continued.

James Creighton et al
V.
Ex.x Samuel McKee dec.d) Bill. Continued.

John C. Ballard
V.
James Clark) Bill for relief and discovery.

It is ordered that the defendant pay costs in the above case, and that he, to wit, James Clark enter a credit of one hundred and fifty dollars on the note of five hundred dollars which was due on the first day of January 1820 as it made on the 11.th day of June 1820.

John Trantham by
Geo. H. Trantham his
next friend
V.
Nancy Trantham) Bill for partition

On motion of J.C. Carter it is ordered that a writ of partition do issue and be directed to

Commissioners for the purpose of making a division of the estate of John Trantham deceased so as to assign one third part thereof to Nancy Trantham the widow of the said John Trantham deceased and the other two thirds to John Trantham his infant son according to the will of the said John Trantham deceased.

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Thomas Langford et ux et al
V.
Charles Robinson) Bill Continued.

Alexander Douglas
V.
James Douglas) Bill. Continued by affidavit of Comp.t Defendant to have leave to examine his witnesses de bene esse.

John Dunlap et al
V.
James Dunlap et al) Bill. In this case it is ordered that the order made at the last term of this Court for a commission to issue be extended.

James Arledge et ux
V.
Mary Arledge Sen
and Mary Arledge) Bill.

On motion of J.C. Carter it is ordered that this case be referred to the Commissioner for the purpose of making a report of the amount that is due by Mary Arledge Sen.r to the estate of William Arledge deceased and what property that is in the possession of the said Mary Arledge Sen.r is subject to a partition in this case between the heirs of the said William Arledge dec.d-
The Court adjourned till tomorrow

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TUESDAY FEBRUARY 27.th 1821.
The Court met agreeably to adjournment

John Burgess
V.
Robert Miller &
James Carter) Bill.

On motion ordered that Stephen Boykin and Be appointed Surveyors to run out the land in dispute in this case.

William Lenoir &
Hope Lenoir
V.
Wm Somersall et al } Bill.

The original bill in this case having been lost it is ordered that the copy herewith presented be substituted in room of the original so lost.

Adm. Aaron Cowles
V.
Fowler Williams } Bill. Continued, report not being ready should Complainant leave the State without giving Security for costs, bill to be dismissed.

Robert Cunningham
Admor. R. S. Bailey
V.
Peter Smith Jr. et al } Bill.

The Complainant having filed in this Court his Bill among other things praying that the Creditors of Daniel S. Bailey may come in and establish their demands and receive their proper proportion of the assets of the said Estate and that he

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might be discharged from his administration under the direction of this Court and it appearing to the satisfaction of the Court that the following persons having demands against the said estate reside out of this State, viz, Jane Troy, Peter Smith, Peter Smith Jr., George Hedrick, Henry Bradley Pearson & Murphy, James Smith, Satterwhite & Travers, Jacob Fox, Thomas Allison, John Trailey, Thomas S. Cowan, Peter C. Smith, Moses A. Locke, Alfred P. Ker, Clary & Doherty Anderson Ellis, General Pearson, James Clay, Dr. S. L. Per-rand, Thomas Scott, Robert Woods, Crider William Dixon, Robert Moore, it is therefore ordered that the persons above named do appear to the said bill on or before the first day of June next, and in default thereof an order will be made that the said bill be taken pro confesso as to the said defendants, and it is further ordered that Sarah Bailey who resides out of this State do appear to the said bill before the next Court and it is further ordered that the above notice be published in the Camden Gazette and in one of the North Carolina papers; and it is further ordered that the Commissioner do advertise in the Camden Gazette for the Creditors of the said Daniel S. Bailey resident in this State to come in and establish their demands and receive their dividends.

John Russell et al
V.
William Russell
Admor. John Russell dec'd } Bill. Continued.

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Joseph Furnsides et al
V.
Patten Knox & Alex. Furnsides } Bill for Partition

On hearing the bill and answer in this case and James Sanders, Robert Williams, Joseph Patterson and Richard Brak-toned and that they assign to Joseph Williams and Mary M. Adams one half, to Joseph Furnsides one eighth, to Alexander Furnsides one eighth, to Elizabeth Furnsides one eighth, to Patten Knox one eighth. It is further ordered that it be referred to the Commissioner to take an account of the rents and profits and that Patten Knox do

pay the costs of suit. And it is further ordered that the part of the said Land which shall be assigned to Joseph M. Adams and the wife be settled on the wife according to the decree pronounced in the Court of Equity for Columbia district in the case of Mary M. Adams against Joseph M. Adams.

Joshua Bailey et al
V.
John Gibson et al } Bill. Settled by award.
Complainant to pay Costs.

David George
V.
James D. Russell et al } Bill for partition

On motion of Levy and M. Millie Complain-ants' Attorneys it is ordered at the request of the Complainant and the said James D. one of

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the defendants in the above case, that certain differences arising therefrom be referred to certain arbitrators named by the said parties, that is, Nathaniel Barber John Bell, Jackey Perry and Samuel B. Hammond with the power of umpirage.

EX PARTE
JOHN CAMPBELL } PETITION FOR GUARDIANSHIP

On hearing the petition in this case it is ordered that the said John Campbell be appointed Guardian of George Campbell and Eliza Campbell Minors of tender years on his giving Security in the usual manner.

Andrew Hood et ux
V.
David Archer et al } Bill. Settled def. to pay costs

The Court adjourned.

Wednesday 28. th February 1821.

The Court met agreeably to adjournment

Alvan Blanding
V.
Ruff & Alsobrooks } Bill to foreclose.

The Bill in this case having been taken pro confesso and the Commissioner having submitted the following report "In this case the debts stand indebted to the Complainant in the sum of eighteen hundred and eight dollars and 36 cents

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including interest to this day, and that the mortgaged premises are liable for the satisfaction thereof
Camden 27 feby 1821. J. Carter Comr. Eq."

It is therefore ordered and decreed that the mortgage be fore-closed and the mortgaged pre-mises be sold by the Commissioner of the Court on the application of the Complainant unless the said sum and interest be paid on or before the first day of May next on a credit of six months, the purchaser to give bond and security for the purchase money, the title to be made but not delivered until the purchase money is paid, and if not paid when due the Commissioner shall resell for cash at the risque of the former purchaser.

Rodgers M. O'Case
V.
John DuBois et al } Bill. Continued.

EX PARTE
COMMISSIONERS OF THE TREASURY) Petition. Continued.

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Peters & Harrison
V.

John McNeill and
John Haudin

Bill. Continued defendant
John McNeill dead.

John Craven by his
Committee

V.
Lewis P. Breaker &
Stephen Hanson

Bill.

Upon Motion it is ordered that the Bill in
this Case be amended and that each

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Cantey be substituted in place of Royal Ballard and James English
in place of Robert Carter.

Rebecca Ballard
& Adam McMillie

V.
Robert Gibson

Bill.

The Commissioner having submitted the following report I have examined the Voucher due to Rebecca Ballard administratrix of Lewis Ballard secured by judgment and including interest to this day the sum of two hundred and thirty four dollars and eighteen cents and to Adam McMillie for costs secured by judgment the sum of thirty two dollars and fifty four cents making the aggregate sum of two hundred and sixty six dollars and seventy two cents, and which is chargeable on the real estate of the defendant ordered by the decree of the last Court to be sold and the proceeds to be applied to the payment of the Complainants' demands.

J. Carter Com.r Eq.

it is ordered that the same be confirmed, and it is further ordered that the Commissioner do sell the premises mentioned in the Bill on a credit till the 1st day next, the purchaser to give bond and security, and if the purchase money is not paid when due, the

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Commissioner shall resell for cash at the risque of the former purchaser, and it is further ordered that any surplus of the sale abide the future order of the Court.

Royal Ballard

V.
William Ballard et al

Bill. Continued.

Barrell Evans

V.
James Williams

Bill. Continued by defendant.

Reuben Starke

V.
John Skilley

Bill. Continued, under Compromise.

James Purdy

V.
Samuel Douglas

Report

The Commissioner submitted the following report "In this case the land mentioned in the Bill was after being duly advertised offered to sale at Lancaster Court house on the 4th December last, where at the Compt became the purchaser at the price of four hundred and thirty dollars he being at that price the highest and last bidder.

J. Carter Com.r Eq.
28 feb. 1821.

it is ordered that the report be confirmed, and that it be referred to the Commissioner to report the amount due the Complainant according to a former decree and that the Complainant pay the excess of the purchase money should there be any over the amount due on former decree.

MS

FEBRUARY TERM 1821.

James Blair et ux

V.
Angus McIntosh

Bill. Settled Complainant to pay the costs.

James Gordon

V.
John Allen and
Fowler Williams

Bill. discontinued at cost of Comp.t

The Court adjourned-

THURSDAY 1st MARCH 1821.

The Court met agreeably to adjournment

Thomas Havis

V.
John Doby

Bill.

In this case it is ordered that the Complainant Thomas Havis do pay the costs of this suit.

Francis Boykin

V.
Uriah Blackman et al

Bill to foreclose

The Commissioner in this case having made the following report, to wit, "There is due upon the two notes of five hundred dollars given by the defendant Uriah Blackman and the Complainant as his security to Philip Pittman and the Compt to James Clark, after allowing the payment of one hundred and fifty dollars the 11th day of June last on the note which became due on the first day of January preceding and calculating interest thereon to this day the sum of eight hundred and ninety dollars and seventy cents and that the mortgaged premises:

FEBRUARY TERM 1821.

mentioned in Complainant's bill are liable to him for the payment of said sum.

J. Carter Com.r Eq.
Camden 27 feb. 1821.

it is therefore on motion of John C. Carter ordered that the report of the Commissioner in this case be confirmed and it is further ordered that the mortgaged premises in this case be sold on the first Monday in November next for Cash unless the money now due and the interest thereon be paid at or before that time.

EX PARTE

JOHN CANTY

Petition to be appointed Guardian.

On hearing the petition in this case ordered that John Cantey be appointed guardian in Chief of the Minor Rachel Grant. It is further ordered that it be referred to the Commissioner to ascertain whether it will be for the advantage of the Minor Rachel that the land mentioned in the Petition should be sold and the money arising from the said sale be invested in the purchase of a negro girl for the said Minor.

EX PARTE
SARAH WELSH

PETITION to be appointed Guardian

On hearing the petition in this case it is ordered that Sarah Welsh be appointed guardian in Chief of the Minor

William T. Birchmore upon the usual terms. It is further ordered that it be referred to the Commissioner to ascertain whether it will be for the advantage of the minor that the amount of the pension in the petition mentioned shall be invested in the purchase of a negro girl and that provided the Commissioner shall be satisfied it is for the benefit of the minor that a negro girl should be purchased for the said minor, the guardian Sarah Welsh

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be directed under the direction of the Commissioner to purchase a negro girl for the said Minor.

Fowler Williams et al
V.
Admors. Hardy Jones et al } Bill. Injunction dissolved.

William Mayler
V.
William M. McGill } Bill. Continued by consent

Postell M. c. Ga
V.
John Rubose } Petition Referred.

Holloway James
V.
John Mayrant et al } Bill.

On motion of M^r Silliman Solicitor for the Com-
plaintant Ordered that Matthew C. Wiggins late Sheriff of Kershaw Dis-
trict do show cause on the first day of next Court why he has not exe-
cuted the attachment in this case, and in default thereof an attach-
ment do issue in this case against him. It is further ordered that
an alias attachment do issue in this case against the defendants John
and William Mayrant.

EX PARTE
FRANCIS A. DELIESLINE) PETITION

Upon the hearing of this Petition it is ordered
that the petitioner be released from his Guardianship upon his account-
ing before the Commissioner for his Guardianship.

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FEBRUARY TERM 1821.-

ANN WATSON
V.
Catharine Watson } PETITION Bill for Partition.

It is ordered that the costs in this Case be paid
property by the estate of the testator and charged to the parties
Complainant and defendant in proportion to the interest they take
in the estate divided.

Reuben Arthur
V.
Roger Duran } Bill.

Upon motion of Stephen D. Miller and by con-
sent of James G. Holmes it is ordered that the Complainant have leave
to examine Abram Blanding and Thomas Senter in the above case in Chief.

Admr. Reuben I. Horton
V.
Sarah Horton } Bill.

/Pages 164-167, blank/ /Remainder of Page 163 blank in original
MS/

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JUNE TERM 1821.

Monday 25. th June 1821.

At a Court of Equity begun and holden at Kershaw Court house
for Camden district the twenty fifth day of June in the year of
our Lord One thousand eight hundred and twenty one.

Present

The honorable Thomas Waties Esquire One of the
Judges of the said Court.

Alexander Douglas
V.
James Douglas } Bill.

On motion of C. Clifton Sol^r for Plff. or-
dered that the witnesses Abm Perry, George M. c. Garrah, James Purdy,
William McKenna and John Crawford shew cause to this Court on the
first day of the next sitting why they have not obeyed the subpoena
in this case, and why an attachment should not be issued against
them for this Contempt-

The Same
V.
The Same } On motion ordered that the defendant have
leave to examine Green R. Joiner by Commis-
sion in Chief.

Peters & Harrison
V.
Gray & M. c. Shorter } Bill. Continued.

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Rebecca Ballard
& Adam M. c. Willie
V.
Robert Gibson } Report.

The Commissioner having made the follow-
ing Report

"The Commissioner after duly advertising the lot
of Land mentioned in the bill offered the same for sale at Lancaster
Court house on the first Monday in April last when George D. Mill-
fong became the purchaser for the sum of three hundred and one dol-
lars-

J. Carter Com^r Eq."

ordered that the same be confirmed.

Peters & Harrison
V.
Gray M. c. Shorter } Bill. Continued.

William Ballard
by his Committee
V.
Adm. Lewis Ballard } Bill. Continued.

James Creighton et al
V.
Ex. x Samuel M. c. Kee dec. d } Bill. Continued.

Tho. Langford et ux et al
V.
Charles Robinson } Bill. Continued

Maria Bracey
V.
Margaret Bracey et al } Bill.

On motion of J. C. Carter Complainant
Solicitor it is ordered that the

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order which was made in this case at the last Court be extended.

The Admr. of D. S. Bailey
deceased
V.
Peter Smith et al } Bill.

Sol.r it is ordered that the Commissions which were issued in this Case be published-

Adm. Aaron Cowles
V.
Fowler Williams } Continued under former orders.

John Russell et al
V.
William A. Russell Admor. } Bill. Continued.

John Burgess
V.
Robert Miller &
Thomas Sumter } Bill.

On motion of Evans Sol.r for Complainant ordered that the order for appointing surveyors heretofore made be extended.

Wilson Langley
V.
William M. Cain } Bill to foreclose mortgage.

On motion of J.C. Carter for Complainant ordered that this Case be referred to the Commissioner to ascertain and report the sum due the Complainant.

B. Bineham Exor. R.L. Champion
John B. Matthieu } Bill to foreclose mortgage
On motion of J.C. Carter

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Complainant's Attorney ordered that this Case be referred to the Commissioner to ascertain and report the amount which is due by the defendant to the Complainant.

EX PARTE
JOHN CANTLEY } Report on Petition for sale of Land.

Report. The Commissioner having made the following "The Commissioner has made enquiry respecting the propriety of making a sale of the Land mentioned in the petition and begs leave to recommend that the same be granted. He further reports that it would be expedient to authorise the petitioner to invest the proceeds of said sale in the purchase of a negro girl according to his prayer.

J. Carter Com.r Eq."
25.th June 1821-

Ordered that the same be confirmed.

Sarah Vaughan
V.
John T.C. Vaughan et al } Bill of revivor.

On motion of Levy & McMillie Attorneys for defendant it is ordered that George L. Champion be appointed Guardian ad litem in the above case

The Court adjourned till 10 O'Clock tomorrow morning.

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The Court met agreeably to adjournment

Joseph Burnside et al
V.
Patton Knox & A. Burnside } Bill. Continued.

Hodges & McCaa
V.
John Dubose } Bill. Continued

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Robert Cunningham
Admor. R.S. Bailey dec.d
V.
Peter Smith et al } Bill.

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It is ordered that the Commissioner be appointed Guardian ad litem for Sarah A. Bailey an infant who is out of the State and it is further ordered that he stands as Guardian for Elizabeth Bailey an infant in this Case, and it is ordered that the Lands of said Daniel S. Bailey be sold upon a credit of twelve months the purchaser giving bond and security, the land to be resold upon default of payment of Purchase money, it is further ordered that the sale of said lands be made subject to the right of the said widow to her dower. It is further ordered that Daniel Brandone and Administrators of John Gallaher be made parties to this bill and that upon service of the former order of this Court upon them requiring the Creditors to come in and establish their demands at this Court that they be enjoined from proceeding at Law until the further order of this Court.

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William M. McKenna
V.
Nancy Crockett et al } Bill.

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It is ordered that a writ of partition do issue to divide the Lands in dispute directed to

and that they make a return of their proceedings to the next Court. It is further ordered that Nancy Crockett be appointed Guardian ad litem to Robert Cousar an infant entitled to a part of the land in dispute-

John S. Perry
V.
John McMillie et al } Bill.

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On motion of Levy & McMillie Sol.rs for Defendants it is ordered that this Case be referred to the Commissioner to enquire if any thing is yet due from the Com-tors of the Estate or heirs of Thomas Perry- and if any thing may be thus found to be due it may be paid into the hands of the Commissioner of this Court- and that John S. Perry and Adam McMillie releasing to him and Starke Perry his purchase of the Land mentioned in said bill, may pay into the hands of the Commissioner two thirds of one thousand dollars and the interest which may have accrued on the same since the date of the bond requiring the said payment, for the purpose of satisfying any debts due from the Estate and that he release the said John McMillie from any liability under the said bond to make titles to himself and Starke Perry-

Barwell Evans
V.
James Williams } Bill. Continued.

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R. Ballard
V.
Reb. Ballard &
M.M. Ballard
Devereaux Ballard
Committee of M.M.
Ballard a lunatic } Bill.

ordered on motion that this Case be referred to the Commissioner to report whether the sale of the land mentioned in the bill was fair as well as purchased for the most money that could be procured for it and was for the benefit of the parties

The Same
V.
The Same } Report

In this Case I report that the sale of the Land mentioned in Complainant's Bill was made fairly under and order of this Honorable Court, and that the Complainant was at the sum of nine thousand one hundred dollars the highest and last

bidder- I believe also from the testimony I have heard that the sale is a beneficial one to all the defendants and therefore recommend that said sale receive the sanction of this Court.
J. Carter Com.r
26 June 1821.

Ordered that the above report be confirmed.

EX PARTE
THE COMMISSIONERS OF THE } PETITION
TREASURY

This case having been referred to the Commissioner and he having made a report it is ordered that the said report be confirmed and that the petitioners do recover the sum of one hundred and thirty four dollars and 9 Cents

JUNE TERM 1821

against the Estate of the late Isaac Dubose-

John Dunlap et al }
V. } Bill.
James Dunlap et al }

ordered that the Commissioner of the Court be appointed Guardian ad litem to the Minors named in this case and that the rule made in this Case at a former Court for a commission to issue to divide the Lands in the bill mentioned be extended-

David George }
V. } Bill for Partition, &c.
James Russell et al }

The arbitrators appointed at the last Court D. Russell one of the defendants having made a return of their award to this Court. On motion of Levy & McWillie Solicitors and that the same be referred to the Commissioner to ascertain the amount due to the said James D. for his services rendered to the said Estate and debts paid together with all other matters submitted to the said arbitrators and that he report the same to this Court.

The Same }
V. } Report
The Same }

The Commissioner having submitted the following report "I have made a calculation of interest on the account annexed to the award returned into Court by the arbitrator appointed in this case and report that after deducting the receipts of the defendant James D. in the Course of his Administration there remains due to the said defendant for payments

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and improvements made by him on account of the Estate of the defendants and Complainant on the Land in the Bill mentioned, the sum of one thousand and forty one dollars and forty two Cents including interest to the 1st day of July next.

J. Carter Com.r
26 June 1821.
On motion of Levy & McWillie Solicitors for Complainant the same is ordered to be confirmed.

Reuben Starke }
V. } Bill. abated by death of defendant
John Scilley }

William Naylor }
V. } Bill. Continued.
William M. cGee }

John Craven by his }
Committee }
V. } Bill. Cont.d under reference.
Stephen Harmon }
Lewis Breaker }

Francis Boykin }
V. } Bill. Continued.
Uriah Blackman et al }

Postell M. cGee }
V. } Petition Continued.
John Dubose }

Admor. R. Horton }
V. } Bill. order for partition extended
Sarah Horton }

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John Trantham by }
George M. Trantham } Bill for Partition.
his next friend }
V. }

Nancy Trantham }
Whereas a writ of Partition having been issued in this case and directed to five Commissioners, to wit, John Carter, Daniel Kirkland Sen. Jesse Pope, John Gardner and Joshua Campbell to the intent that they do make a Partition of the real and personal Estate of the late John Trantham between Nancy Trantham and John Trantham his infant son; and whereas the said Commissioners having made a Partition of the personal estate of the said John Trantham deceased and recommended a sale of the part they assigned to the Complainant; it is therefore on motion of John C. Carter Complainant's Solicitor ordered that the return of the Commissioners in this case be confirmed and that the personal estate which the said has been assigned by the Commissioners to the Complainant be sold by the Commissioner of the Court of Equity on the first Monday in August next on a credit of twelve months and it is further ordered that the Commissioner be required to take good personal security for securing the purchase money of the said property from the purchaser thereof, and it is further ordered that the Commissioner do advertise the sale of the said property in the Camden Gazette from this time until the sales.

Jinecy Ballard Adm.r }
V. } Bill. Continued.
Samuel Gaston }

JUNE TERM 1821.

EX PARTE
WILLIAM REYNOLDS ADM.R }
R. REYNOLDS DECEASED } PETITION FOR SALE OF REAL ESTATE.

upon hearing the Petition in this case, ordered that the Land therein mentioned be sold by the Commissioner on a credit of three and six Months with sufficient Security and that a notice thereof be published in the Camden Gazette and that the sale be on the first Monday in September.

Benjamin Enoch }
Exor. R.L. Champion dec.d } Bill to foreclose mortgage
V. }
John B. Matthieu }

The Commissioner having submitted the following report, In this case I report that there is due from defendant to five Cents including interest to this day and that the mortgaged premises mentioned in Complainant's Bill are liable for the payment of the same-
Camden 26th June 1821.

J. Carter Com.r

it is therefore on motion of John C. Carter Complainant's Solicitor ordered that the said report be confirmed and it is further ordered that the mortgaged premises in this case be sold for cash on the first Monday in January next unless defendant do pay to the Complainant the principal, interest and costs on or before that time-

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JUNE TERM 1821.

Wilson Langley
V.
William McCain

Bill to foreclose mortgage.-

The Commissioner having submitted the following Report "In this case I report that there is due from defendant to Complainant eleven hundred and sixty four dollars and four Cents including interest to this day and that the mortgaged premises are liable for the payment of said sum.

J. Carter Comr
26 June 1821.

it is therefore on Motion of John C. Carter ordered that the said report be confirmed, and it is further ordered that the mortgaged premises in this case be sold for cash on the first Monday in January next by the Commissioner unless the defendant do pay the Complainant the principal, interest and costs in this case on or before that day-

EX PARTE
JOSHUA ENGLISH

Petition to be discharged being Security to a Guardianship bond.

On hearing the petition above stated it is ordered on motion of Levy & McMillie Solic for Applicant that the prayer of the said petition be granted

Sarah Vaughan
V.

John T.C. Vaughan et al

Bill.

It is ordered in this Case that the order formerly made authorising the Commissioner to receive proposals for the sale of the Land in Bill mentioned and report them to this Court for their sanction stand revived and that he be authorised whenever

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Benjamin Bineham shall comply with his offer made for said Land to execute titles to the said Benjamin Bineham for the same.

John Kershaw et al
V.

S.P.W. Dubose et al

Bill.

The Commissioner having submitted the following report, "The Estate of Isaac Dubose deceased which was placed by an order of this Court under the direction and Management of the Commissioner stood on the 20th february last in the following situation- The heir of said Estate had contributed at different times and in different proportions, assets sufficient to discharge of the debts of said Estate the sum of ten thousand eight hundred and eight dollars and 82 Cents- There remained on the same day unsatisfied debts against said Estate including Commissions for the administration of the said Estate to the amount of \$531.53.

To satisfy which balance the heirs are liable in the following proportions, to wit,

The Children of John Dubose have to pay	\$1900.95
The Children of M.R. McClelland	1116.73
Warren F. Dubose	1553.70.
The Children of Serre Dubose	1046.
Mrs Harriet Kershaw	2884.15
	\$8531.55

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to satisfy the above balance against the Children of John Dubose seven negroes named George, Mary his wife, Little George, Katy, Rose and her child and Harry have been sold for the sum

MS

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for the sum of two thousand seven hundred and fifty dollars which leaves a balance in the hands of the Commissioner of this Court after deducting the portion of the said John Dubose of the real estate of his fathers sold in Camden and certain incidental charges against the said negroes a balance of six hundred and forty seven dollars and fourteen cents which I report subject to the order of this Court all which will more fully appear from Exhibit A accompanying this report.

all which is respectfully submitted
J. Carter Comr Rq
26th June 1821.

the following exceptions thereto were filed-

John Kershaw et al
V.

S.P.W. Dubose et al

Exceptions to Comr.s report

Complainant John Kershaw excepts to the Commissioner's report on the ground.
1st That he has allowed interest on the judgment of Fisher survivor of Hughes v. Isaac Dubose at the rate of 8 per Cent whereas only 7 per cent should be allowed-

2d Because he has charged Commissions for receiving and paying away (1005. when in fact Complainant John Kershaw himself paid that amount to General Canby and the Commissioner never did receive it. (signed) James G. Holmes, Sol.

Thereupon it is further ordered that the first be sustained and the second overruled-
And it is further ordered that agreeably to the exceptions so sustained and overruled that the Complainant John Kershaw and wife do immediately pay into the hands of the Commissioner of this Court

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for the purpose of discharging the said outstanding debts the sum of two thousand two hundred and twenty seven dollars and twenty two cents, that the Children of Serre Dubose do in like manner pay into the hands of the Commissioner of this Court the sum of nine hundred and eight dollars and nine Cents, That Samuel P.W. Dubose do in like manner pay into the hands of the Commissioner of this Court the sum of one thousand five hundred and seventeen dollars and seventy nine cents and that the Children of the late Dr John Trent do in like manner pay into the hands of the Commissioner of this Court the sum of one thousand and fifty dollars and thirty two Cents with interest on each of those sums from the 20th day of February last-

James Arledge et ux
V.

Mary Arledge et al

Bill for acc.t & Partition

The Commissioner having made the following report, "In this case I have heard testimony on the subject referred to me and report that the defendant Mary Arledge stands indebted to the Complainants in the sum of five hundred and fifty seven dollars and 17 cents and to the defendant Mary Arledge Junior in the like sum of five hundred and fifty seven dollars and 17 Cents and to the defendant Mary Arledge Senior in the like sum of five hundred and fifty seven dollars and 17 Cents including interest to this day. I further report that three negroes to wit Albert, Lizzie, Polly, a stock of cattle two horses and a stock of hogs in the possession of defendant Mary Arledge Senior are subject to an equal division among the Complainants and two defendants all which is respectfully submitted 26th June 1821

J. Carter Comr

It is therefore on motion of John C. Carter Complainant's Solicitor ordered that the said report be confirmed, and it is further ordered that a writ of Partition do issue to the intent that the real and personal Estate in dispute in this case may be divided among the parties according to their respective rights to be directed to

and that they make their return to this Court at the next Court.

William Ballard
by his Committee
V.
R. Ballard

Bill.

On motion ordered that a rule of survey do issue in this case to run out the lands the subject of this case and sold to defendant on resurvey directed to Col R. Moore for Complainant and for defendant and that they do return a plat thereof to this Court-

Peters & Harrison
V.
John McNeill and
John Maudin

Bill. on hearing the proceedings in this case ordered that the Suit do stand revived against Travis Owen and Louisa his wife Exor. and Ex.x of John McNeill deceased- It is further ordered that Travis Owen and Louisa his wife Exor. and Ex.x of John McNeill do account before the Commissioner for the Estate of the said John McNeill and that they do pay out of the said estate the amount of the notes in the bill mentioned, if so much be in their hands.

JUNE TERM 1821.

It is further ordered that the house and lot in the bill mentioned remain liable to pay the amount due upon the said notes- It is further ordered that the defendant John Maudin do pay into the hands of the Commissioner the amount of the said Notes, or so much thereof as the Estate of the said John McNeill shall be unable to satisfy- And that the defendants do pay the Costs of the proceedings on both the original and the bill of revivor.

John Carter
V.
James G. Holmes

Bill & demurrer. Demurrer overruled.

James Creighton et al
Vs
Elsy McKee Ex.x
L McKee Decd

Equity- Camden June Term 1820

This is a bill for an account & discovery of the Estate of S McKee deceased. It does not seem to be a very gracious claim, when the Executrix & principal Devisee & Legatee has voluntarily executed a deed by which she secures to her grand children, after her death all the property she acquired under her husbands will & which seems to have been left wholly at her

Creighton Vs McKee

JUNE TERM 1820

disposal, she ought to have been left undisturbed in the enjoyment of the Estate, after this act of affection. The Complainants however have a right to an account for so much of the Estate as is not disposed of by the will & to have distributive shares thereof. It seems however that the property in question relates only to the crops of the years 1814 & 1815- The answer states that the Cropants ought to be satisfied with the answer. But if they desire it they will be entitled to a detailed account before the Commissioner.

As to the crop of 1815 the devise of the land to Mrs McKee will carry the product of the land- and the Complainants are not entitled to any account of that

Henry M Desaussure

Reuben Arthur
Vs
Roger Dunn

Equity Court of Appeals Nov 1821

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We have considered this case maturely, and it certainly is not free from difficulty, We have not

Reuben Arthur
Vs

Roger Dunn contd 1821

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however been able to come to the same conclusion with the circuit Court which decided the case below

The complainant seeks relief against the alleged fraud in the representation of his title to a tract of land purchased by him from the defendant, and a deduction of so much of his purchase money from his whole purchase as the particular tract recovered from him by a higher (7 what) was worth. The Complainant had no general warranty in the conveyance from Dunn. That was expressly refused to be given he therefore took the land and the title at his own risk, He cannot recover on his written contract. But he relies on a verbal representation made by Dunn that the title was good and that General Sumter who had a claim had not a good title or had abandoned his claim after an unsuccessful suit. It is also relied on that Dunn concealed a fact known to him, to wit, that Kemp had a better title on which a recovery was subsequently ultimately obtained against the Complainant Arthur. This Court has given relief in several cases where the Vendor has misrepresented the qualities of the land sold-

Arthur vs Dunn Contd

But is very sure that it can give relief to the purchaser who is evicted by a better outstanding title when the Vendor refused to make a general warranty and the purchaser accepted the title without that clause or any other which binds the Vendor to support the title against the claims of third persons. All that the parties meant to contract for relative to the titles to the land sold must generally depend on the Deed- The Admission of parol evidence to prove that the Vendor contracted with larger responsibility than the Deeds express, would be dangerous and can be received to show a positive fraud which vitiates, any transaction, on examining the evidence there does not appear to have been any kind of misrepresentation as to the quality of the land, and the evidence is not clear or well say, without fraud (after General Sumter was defeated in his suit at law) that he did not think General Sumter's title a good one and that he considered his own title to be good, as to his knowledge to have concealed from Arthur- That knowledge is not shown except by the evidence of witness who the entitled to the highest credit when he states facts, has merely stated what amounts to an opinion that Dunn knew of Kemp title, now such an opinion cannot be considered as the establishment of the fact. There is no proof as to the price, whatever

Arthur vs Dunn Contd

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a full one or a diminished one, from a refusal to give a warranty in the conveyance, the latter is probable, but as the Court has no evidence on the point, the price can have no influence on the question. Upon the whole we think that the Complainant has failed to make, out the plain case of fraud and misrepresentation which alone entitle him to relief on eviction when he consented to take a title without a warranty- It is therefore ordered and decreed that the circuit Court be reversed (something out?) and that the late Commissioner in Equity John Carter do pay over to the Defendant Roger Dunn out of the money ordered by the Court to be deposited in his hands by the Complainant the amount of the judgement and costs at law together with the costs of this suit

Henry M Desaussure
Theodore Gaillard
Thompson

I certify the above to be a true copy of the decree of the Court of Appeals in the above case

Thomas L. Willis
C.E.C.D.

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FEBRUARY TERM 1822

At a Court of Equity begun and holden for Camden district at Kershaw Court house on Monday the 25. day of February A.D. one thousand eight hundred and twenty two

Present

The Honorable Theodore Gilliard one of the Judges of the said Court

It appearing to the Court on the Report of the Commissioner on the subject of Guardians that there is in his hands the sum of nine hundred and thirty nine dollars and eighty nine cents belonging to the Children of Willie Vaughan dec'd and that the expense of three suits in this Court for a sale & division of the property therein mentioned and the Commissioners on said sale and other expenses have never been paid It is ordered that it be referred to the Comar to ascertain & pay the same and that the balance be put out by the Com.r upon interest to be secured to the satisfaction of the said Com.r

John Dmlap et al

James Dmlap et al

Bill

In this Case the Commissioners appointed to divide the lands the subject of this Case recommending a sale of the lands. It is therefore ordered that the return be confirmed and the lands mentioned in the writ, be sold by the Commissioner on a Credit of twelve & twenty four months that he take a Bond & mortgage of the premises and from late interest thereon.

Exparte

Darling Jones

Petition for appointment of Commissioners

The petition having been read It is ordered that Reuben Harrison, Thomas Starke, Commissioners to assess the loss and damage sustained by petitioner and what he is entitled to for the lands which shall be taken from him for the use of the Public

Wm Nailor

Wm W. Gill

Ordered that the Bill in this Case be dismissed with Costs

Joseph Burnside

et al
Pattern Knox &
Alexander Burnside

The Commissioners appointed to divide the lands in this Case or to report the value thereof to this Court in case they should deem it injurious to some one of the parties interested therein to divide the said Lands having made a return stating that it would be injurious to some of the parties to divide the said land and having reported the value thereof It is therefore ordered and decreed that the report of this Court do execute titles for the said Land to the said Joseph Burnside upon his paying to Mary MacAdams two hundred and four dollars to Pattern Knox fifty one dollars and to Alexander Burnside fifty one dollars

John Craven by
his Committee

Stephen Harman
& Lewis F. Breaker

On motion of James G. Holmes Complainants Solicitor Ordered that the terms of the sale of the land as contained in the decree of this Court be altered And that the same be

FEBRUARY TERM 1822

sold on the 4.th day of March next or at any time thereafter that the Commissioners may think proper for Three hundred dollars Cash And the balance of the purchase money One two and year three equal annual instalments to be secured by Bond & good personal Security & if not paid when the same becomes due to be resold for Cash at the risk of the first purchaser.

The Executor of
R.L. Champion

John E. Matthew

On motion it is ordered that the order which was made in this case at the last Court be extended and that the mortgaged premises be sold on the first Monday in April next unless the monies /be paid/ that is due Complainant by defendant on or before that day.

Francis Boykin

Uriah Blackman
and others

On motion it is ordered that the order made in this case at last Court be extended and that the mortgaged premises be sold on some regular sale day on or before next June Court unless the money that is due by defendants to Complainants be paid before that time

William Moore

Wm J. Eiggart &
Isabel Modasett

Upon the hearing of this case it is ordered that the land mentioned in Complainants Bill be sold on or before the first day of next Court to satisfy the principal interest and costs unless the same be paid before that time upon twelve months Credit & if the same should exceed the principal interest and Costs the surplus be paid to the said defendant Wm. J. Eiggart and if the same should not be sufficient it is ordered and decreed that the defendants do pay the balance due after applying the proceeds of said sale.

FEBRUARY TERM 1822.

William Craig

The Admor of
Reuben J. Horton

On motion it is ordered that the above case be referred to the Commissioner for the purpose of his ascertaining & reporting to this Court the amount which is due from defendants to intestate in the Complainant and whether the mortgaged premises mentioned in Complainants Bill is bound for the payment of the said amount

John Brown

John Archer
Life et al

Bill
for
Partition

On motion of Levy & McMillie Attornies for Complainant it is ordered that the prayer of the Bill be granted & that a Commission do issue directed to Joseph Cunningham, Thomas Thomas and Adam McMillie for the purpose of effecting a division of the tract of land referred to in the Bill in this Case and that they do make their return to this Court at its next sitting.

Wm MacAdams

Nancy Crockett

Partition

Upon motion it is ordered that the return of the Commissioner be Confirmed & that the Commissioner do sell the lands upon the terms recommended in the return.

Holloway James

William Mayrant
& John Mayrant

On motion of James G. Holmes Complainants Solicitor Ordered that the former order of this Court requiring the defendants to show cause why an attachment taken out against them should not be renewed and that Matthew C. Higgins late Sheriff of Kershaw do show Cause why he should not be attached for not having executed the aforesaid attachment be renewed and that the said order be extended and

B111

Camden 25 Feby 1822
Thos P. Evans Comr

James Arledge & Wife
v
Mary Arledge Sen.r
& Mary Arledge Jun.r

194 and to whom a writ of partition was directed made the following partition and return to the said writ of partition

195 Sarah Horton and }
Others }
y }
John Adamson and }
Others }
discharged from this suit

On motion of John C. Carter
it is ordered that Complai-
nants Bill be dismissed in
this Case as it relates
to the defendant John Adam-
son with Costs and that
the said John Adamson be

Wm Ballard by his Committee	}	Bill for
V		Partition
Rebecca Ballard		and
Admx Lewis Ballard	}	Account

to apportion the same between the Complainants' heirs which the lands of L. to their respective interests and the Complainants' heirs. Ballard were sold and required the portion thereof and that he do deliver up to each if be allowed the Committee of the Lunatic report what sum shall and instruction given them from time to time in relation to the es- tate of the said Lunatic and for Counsel fees for advice tate of the said Lunatic and for preparing & presenting to the Court of several petitions for said Committee in relation to the same. In obedience to the above order the Commissioner Reports That he has been attended by the parties in this case and finds the whole amount of lands for the purchases of lands belonging to the estate of Lewis Ballard for the purchases of lands belonging to the estate of Rebecca Ballards purchase to be as follows

Rubecca Ballard	purchased to be as follows	lands belonging to the es
P. & Lee,		
James E. Deas	Lynch Creek tract	\$679.50
James Clark	Vickers tract	403.
Wm M. Ballard	house & S lots	340.
R. Ballard	Erisbane tract	70.
Robert Bells	Singleton tract	4375.
	forw'd	9100.
		682.
		<u>\$ 21876.50</u>

Sums assigned to Rebecca Ballard	10,638.25
Her purchase of Grannies Quarter	
F. S. Lees for Genl Canteys Bond	
James S. Deasl Logan tract (part)	6,729.50
Robert Bells tract	400.
Part of R. Bullards Bond	140.
	662.
	2,006.75
	\$ 10,638.25

Sum assigned to William Ballard	
William H. Ballards purchase	
James Clarks purchase	\$4375.
James S. Deas (part of Logan tract)	70.
Part of R. Bullards Bond	200.
	6193.25
	\$ 10038.25

The Commissioner further reports that he has examined the accounts of R. Bullard Esq against the Committee of the said Lunatic for for Counsel Fees and other Charges & recommend that two hundred dollars be allowed him for said services all of which is respectfully submitted

On Motion of R. Bullard it is ordered that the above report be confirmed.

William Ballard
by his Committee
v
Rebecca Ballard

} Ball

In this case it is ordered and decreed that the defendant do accept from the Comm.r titles to the whole of the plantation called Cannys quarter late the property of Lewis Ballard and which was purchased by her at the sale of said property and do comply with the terms of said sale and that defendant do pay the costs of this Case and let it be referred to the Commissioner to report.

Peters & Harrison	}	Bill	Continued
Gray & McWhorter			

Peters & Harrison
V
A.A. McWhorter } Bill Continued

James Creighton et al
v
Elix of Sam M. cKee } Bill Continued

Tho: Lankford - 1st ad }
v }
Chas. Robinson } Bill Abated by Defts death

Alex. Douglas
v
James Douglas } Bill Transferred to Lancaster

Adm.x of A Cowles)		
V	)	Bill	Cont.d
Fowler Williams)		

Pages 98 to 103

MS John Russell et al V E.A. Russell Adm.x	Bill	Dismissed	58
198 FEBRUARY TERM 1822			
Hodges & McCaa V John Dubose	Bill	Abated by defendts Death of Complainants	
Peters & Harrison V McNeill & Naudin	Bill	Cont.d	
Barwell Evans V James Williams	Bill	Continued	
William Naylor V William McNeill	Bill	Dismissed	
Postell McCaa V John Dubose	Petition	Abated by Petr.s Death	
Exor of R.L. Champion V John B. Mathew	Bill	Order for sale extended	
Ador. of Jas. Ballard V Samuel Caston	Bill	Continued	
John Burgess V Robert Miller & Thomas Sumter	Bill	Continued	
David George & John Barnes V David Archer	Bill	Continued	
199			
Jane Simpson & others V William Caston	Bill	Continued	
Samuel Dmlap V John Crawford et al	Bill	Continued	
Thomas McDonald V Elijah P. Crockett	Bill	Continued	
Nancy Shewbert V John Johnston	Bill	Cont.d	

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JUNE TERM 1822

At a Court of equity begun and holden at Marshaw Courthouse for Camden district in the State of South Carolina on monday the twenty fourth day of June in the year of our lord one thousand eight hundred and twenty two

PRESENT

101 Peters & Harrison V McNeill & Naudin	Bill	Continued	MS 3
Barwell Evans V James Williams	Bill	Discontinued	
James Arledge V Mary Arledge et al	Bill	Dismissed	
Exor of R.L. Champion V John B. Matthew	Bill	Dismissed	
Peters & Harrison V Travis Owen & Wife	Bill	Continued	
Jincy Ballard admx V Samuel Caston	Bill	Continued	

JUNE TERM 1822

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John S. Perry V John McMillie et al	Bill	Continued	
John Burgess V Robert Miller and Thomas Sumter	Bill	Continued	7
Sarah Horton et al V John Adamson et al	Bill	Continued	
David George and John Barnes V David Archer	Bill	Continued	
Jane Simpson et al V William Caston	Bill	Transferred to Lancaster	
Thomas McDonald V Elijah P. Crockett	Bill	Continued	
David Lyneman & Wife V John Hughson	Bill	Continued	
Exparte V Darling Jones	Petition	Continued	

JUNE TERM 1822

207

Jno Dmlap V Nancy Trantham	In Equity Camden District June term 1822	
----------------------------------	---	--

The Compl.t having established his Claim to the negro Jesse mentioned in the Bill it is ordered and decreed that he do recover the amt of the purchase money with Int from the day of sale out of the estate of James Dmlap Dec'd the Costs to be paid out of the said Estate

W. Thompson
June 24.th 1823

Remainder of page 207 blank/
Pages 208-210 blank/

211

FEBRUARY TERM 1823.

At a Court of Equity begun and holden at Marshaw Courthouse for
Garden district on Monday the day of February in the
year of our Lord one thousand eight hundred and twenty three

Present

The honorable Thomas Waties one of the Judges of the said
Court

William & A. Blanding

James Edmonds et al

Bill for

Foreclosure
of Mortgages

In obedience to the order
of reference in this case
I have been attended by
the parties and after ex-

amining the bond & mortgage and the payments made thereon I find
that there remains due to the Complainants by the defendant Wil-
liam calling on account of his portion of the bond and of the de-
ficiency of James Edmonds Three hundred and eighteen dollars forty
two Cents and Interest on two hundred and eighty seven dollars
eighty three Cents from the thirty first day of August in the year
of our Lord one thousand eight hundred and twenty two I also find
a part of the lot described in the mortgage having a front on Broad
Street of twenty two feet and extending back one hundred and fifty
eight feet and bounded north by the part lately owned by James Ed-
monds (and now owned by D. R. William Blanding) and also by York
Street and on the South and West by the said mortgaged premises
owned by William C. Adams is subject to that part of the debt due
by William calling the defendant and that ultimately the whole
of the mortgaged premises is subject to the payment of the debt
of Complainants.

All of which is respectfully submitted
10 Feby 1823

Thos. P. Evans Com.r

The Commissioner having submitted his report

FEBRUARY TERM 1823

In this case it is ordered that the same be confirmed. It is
further ordered that, that portion of the mortgaged premises re-
ported to belong to the defendant William calling be sold for
Cash on the first Monday in August next unless the amount reported
as due to the Complainants from the defendant calling together
with the Costs of this suit be paid on or before that time.

Exparte
Nancy TranthamPetition
forGuardian
ship

The petition having been
read in this Case. It is
ordered that Nancy Trantham
be appointed according to
the prayer of said petition
guardian of her minor children, James Dunlap, Robert Dunlap, Wil-
liam Dunlap and Samuel Dunlap, on her giving Security.

N. Parrott & wife

J. Brown & others

Bill

On motion Ordered that John
Brown be appointed guardian
ad litem to Eliza J. Horn
the minor defendant

R. Cunningham Adm.r

Peter Smith & others

Bill

On motion ordered that Robert
Cunningham the administrators
of R. S. Bailey do account
generally for his administra-
tion of the estate of the
said Daniel S. Bailey

John S. Perry

John M. Phillie et al

Bill for

Account
& relief

On motion of Levy & M. Phillie
Attorneys for defendants it
is ordered that the Commis-
sioners report in the above
case be confirmed that the former decree
of six hundred & Sixty six dollars 00/100 be immediately
enforced & that the propriety of the payment of interest

The honorable Jaddy Thompson Esquire one of the Judges
of the said Court

John Kershaw

Samuel W. Dubose

and others

Upon motion it is ordered that the bal-
ance reported in the hands of John Car-
ter former Commissioner arising from the
sales of Certain negroes belonging to
John Dubose Children be paid over to
the parties interested or their Solicitors.

Adm.r of R.J.

Horton deceased

SARAH HORTON

Upon motion it is ordered that this Case be
referred to the Commissioner to report
what part of the proceeds of the land
sales shall be allowed to the defendant
for and in lieu of her claim of dower in the land called the Craig
tract the said land having been sold to satisfy a mortgage which
existed against it and the following report having been made Viz.
"In this case the Commissioner reports that the land in which the
defendant is entitled to dower has been sold for six hundred and
Sixty dollars- he further reports & recommends that one seventh
part of the nett proceeds of such sale be given and allowed to the
said defendant for and in lieu of her claim of dower in the lands
in the bill mentioned

JUNE TERM 1822

all of which is respectfully submitted
24 June 1822

Thos. P. Evans Com.r

It is ordered that the same be confirmed

Robert Cunningham

Adm.r of D. S. Bailey

Peter Smith & others

The Commissioner having made
the following report in this
case viz: "In this Case the
Commissioner reports that debts
amounting in the whole to eight
thousand four hundred and nine-
S. Bailey dec'd totit

On Judgments	.....	\$576.10
On Sealed Instruments	.....	3573.50
On Unsealed Instruments & Open Accounts	.....	4347.49
		\$8497.09

He further reports and recommends that the Judgments be first paid
that the demands on sealed instruments should be next paid. And
that the unsealed instruments and demands on open account be last
paid. He also reports in his hands eighteen hundred and fifty sev-
en dollars and thirty three Cents received on account of the estate
of the said deceased which sum after deducting his Costs and
Commissions he is ready to pay over as the Court may direct. All
of which is respectfully submitted
24 June 1822.

Thos. P. Evans
Com.r

On motion of John C. Carter it is ordered that the above Report
be confirmed and that the Commissioner and the former Commissioner
do pay over the Monies in their hands in

JUNE TERM 1822

satisfaction of the debts that are reported due from the Com-
plainants intestate according to their legal priority as is re-
ported by the Commissioner after the payment of the defendants
Cost.

John Brown

John Archer et al

Bill

for

Partition

On motion of Levy & M. Phillie At-
torneys for Complainant It is or-
dered that a writ of partition do
issue to be directed to Adam M. C-
Phillie, Joseph Cunningham and Thomas Thomas for the purpose of
making partition between John Brown, Henry Brown & Mary C. Hodges

in the tract of land in the bill above alluded to - share and share alike the Bill having abated as to Elizabeth Archers wife of John Archer and John Archer by the death of the said Elizabeth And that they do make a return of their proceedings on the same to this Court at its next sitting

John Trantham }
by his next friend }
v }
Nancy Trantham }

Trantham came into the hands of the debt, and made use of by her and how far the Defendant is indebted to the Complainant for the same or otherwise.

John Hudson & others }
v }
The Executors of John Adamson }

On motion of John C. Carter it is ordered that the monies that are in the hands of Lewis Ciples the defendant be paid into the hands of the Commissioner to await the application of the legal heirs of Higginbottom

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JUNE TERM 1822

Hudson and Samuel Hudson and that he do put the money ^{out} at interest and it is further ordered that the Costs of the suit be paid out of the said money

Pattern Knox } Bill
v } for
George Trantham Esqr } Discovery
& Nancy Trantham Esq } &
of John Trantham dec'd } Relief

On motion of Levy & McMillie Attos for Complainant it is ordered that they do have leave that they do have leave to amend the Bill in the above Case

Chapman Levy } Bill
v }
M.C. Higgins et al }

Ordered that this Case be referred to the Commissioner to report the amount due by the defendants to the Complainant

Holloway James }
v }
John Mayrant et al }

On motion of M.R Holmes for the Complainant ordered that the attachment in this Case be renewed against John Mayrant one of the defendants.

John Dunlap et al } Bill
v } Continued

James Dunlap et al }
v }
Peters & Harrison } Bill Continued

Gray & M. Chatter }
v }
Peters & Harrison } Bill Continued

Alvin A. M. Chatter }
v }
John Adamson & others }

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JUNE TERM 1822

William Ballard }
by his Committee }
v }
Adm.x of Lewis Ballard) Bill Continued

James Craighton et al }
v }
Adm.x of Samuel McKee } Bill Settled at Complainants Costs.

Adm.x of A. Cowles }
v }
Fowler Williams } Bill Transferred to Lancaster

FEBRUARY TERM 1823

MS
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MS

on the same by the plaintiffs be referred to the Commissioner and that he do report on the same to this Court at its next sitting and that each party pay their own costs- It is further ordered that Adam M. Millie do execute a title to Complainants Contemporaneously with the payment of said Six hundred and Sixty six dollars 66/100.

John S. Perry }
John M. Millie et al } Report

I have been attended by the parties in this case and on examining the accounts find that there is due by the Estate of Thomas Perry to the Administrator the sum of one hundred and Sixty three dollars All of which is respectfully submitted
Thos. P. Evans
Com.r

eighty one and a fourth Cents.
mitted

John Brown } Bill for
John Archer } Partition
Et. Wx. Et al }

Jeare C. Russell } Petition
Ex Parte } for
Guardian

Peters & Harrison }
v }
Travis Owen & Louisa his wife }

On motion of Levy & McMillie Attornies for petitioner Ordered that the prayer of the above petition be granted.

On motion ordered that the reference in this Case be Continued & that the defendants do account in obedience to the former order of this Court.

John Hopkins } Bill for
v } Partition
Elizabeth Hopkins } & Account
Et al }

On motion of Levy & McMillie Attornies for Complainants ordered that Elizabeth Hopkins the mother of

FEBRUARY TERM 1823

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Minors Thomas Hopkins, William Hopkins, Franklin Hopkins and Mary Hopkins defendants named in the above Bill be appointed Guardian Ad litem to the said minors on the trial of the above Case

John Hopkins } Bill for
v } Partition
Elizabeth Hopkins } & Relief
et al }

On motion of Levy & McMillie Attornies for Complainants Ordered that James S. Esq John Boykin Reuben Arthur and William West be appointed Commissioners with authority to make partition in the above case

partition in the above case

Sarah Eorton et al }
v }
John Adamson & others }

The evidence in this case having been heard and Considered it is ordered and decreed that the land mentioned in the bill be sold by the Commissioner of

this Court on a credit of twelve months with interest from the day of sale except twenty five percent Costs which is to cash that all the costs in this case be first paid out of the proceeds of such sale and that the balance be distributed in the following manner to wit one third part to the widow of Dr Isaac Alexander Sarah Eorton, one third to the Complainants R.D.W. Alexander and J.B. Alexander and one third to the defendants John Adamson, William Adamson and Alexander Adamson who claim in right of their mother Amelia Adamson

John Hoff }
v }
Isaac Smith }
On motion ordered that this case be referred to the Commissioner to report the amount which is due by the defendant to the Complainant and that property is subject to Complainants mortgage

John Hoff
v
Isaac Smith

The Commissioner having made the following report Vix "I have examined the matters

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FEBRUARY TERM 1823.

referred to me in this case and find that there is due by the defendant to the Complainant the sum of two thousand six hundred and eighty five dollars and nineteen Cents and that lot number thirty having a front of Sixty six feet on broad Street in Camden is liable for the satisfaction of the said Amount. All of which is respectfully submitted

Thos P. Evans
Com.r

It is therefore on motion ordered that the said Report be confirmed and that the mortgaged premises be sold by the Commissioner on some regular sale day for as much Cash as will pay the costs of this suit and for the balance on a credit of Six months and if the house and lot does not sell for a sufficient sum to pay the amount due on the bond and mortgage that the defendants other property be bound for the payment of the balance.

John Burgess Admor
of John Dunlap Dec.d
v
Nancy Trantham Admx
of James Dunlap Dec.d

On motion ordered that this case be referred to the Commissioner to report the amount that is due by Com defendants testator to Complainants intestate

John Burgess Admor
of John Dunlap Dec.d
v
Nancy Trantham Admx
of James Dunlap Dec.d

The Commissioner having made the following report "I have been attended by the parties in this Case & find that there is due by the defendant to the Complainant Seven hundred and seven Dollars & twelve cents including interest to this day. All of which is respectfully submitted

11 February 1823

Thos P. Evans
Com.r

On motion it is therefore ordered that the said Report be confirmed and that the costs of this suit be paid out of the estate of James Dunlap deceased.

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FEBRUARY TERM 1823

Latta & Kilgore
v
John Gilkeyson
and others

On motion it is ordered that this case be referred to the Commissioner to report the amount that is due from the defendant John Gilkeyson to the said John Gilkeyson that an younger than Complainants mortgage for what amount of money the mortgaged premises were sold and how much is now in the hands of the sheriff and what was the State of the legal priority of the sums against the house and lot of the defendant John Gilkeyson whether created by Judgement or mortgage

Experte
James Perry

Petition
for
Guardianship

On motion of Charles A Bullard Solicitor for Petitioner it is ordered that the prayer of the petitioner be granted that the said James Perry be appointed

guardian of Charlotte Dixon.

Sarah Vaughan

Petition
for
Guardianship

On motion of Charles A. Bullard Solicitor for petitioner it is be granted that Sarah Vaughan is appointed guardian of Virginia and Claiborn Vaughan also it is ordered that the report of the Commissioner allowing one hundred and fifty Dollars each annually for maintenance of said minors to Guardian out of the interest accruing from the Bonds in the hands of the Commissioner of this Court be confirmed.

John C. Vaughan
Ex Parte

Petition for On motion of C.A. Ballard
Allowance Solicitor for Petitioner
it is ordered that the prayer of the petitioner be granted and that the Report of the Commissioner allowing five hundred Dollars for maintenance of said John C. Vaughan be confirmed

MS

MS

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FEBRUARY TERM 1823

Philip Brewer
v
Louisa Thompson et al)

Upon motion: It is ordered that the Commissioner do stand as Guardian ad litem in this Case for the infant children and that a writ of partition do issue to divide the real estate to be directed to John Cantey, James M. Cantey, Elisha Thomas and Elisha Bell, and that they make their return to the next Court.

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Ex Parte
v
John C. Vaughan
Report on
Petition
for
allowance
to me & recommend that the petitioner have an allowance of five hundred dollars per annum for his maintenance and education to be paid quarterly, All of which is respectfully submitted
12 Feb. 1823

In obedience to the order of reference in this Case I have examined the matters and things referred to the petitioner have an allowance of five hundred dollars per annum for his maintenance and education to be paid quarterly, All of which is respectfully submitted
12 Feb. 1823

Thos P. Evans Com.r

Ex Parte
Sarah Vaughan

Report on
Petition for
Guardianship
& Allowance

I have examined the matters referred to me in this Case and recommend that an allowance of one hundred and fifty dollars each be made to the minors named in the petition of Mrs Sarah Vaughan, out of the interest accruing on Bonds in which they are interested in the hands of Commissioner All of which is Respectfully Submitted 12 Feb 1823

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Thos P. Evans Com.r

Ex Parte

Report on
Petition for
payment of
Account

"In obedience to the Order of Reference in this Case, I have examined the accounts of Mrs Sarah Vaughan for monies expended for John Vaughan amounting to five hundred and forty two dollars & forty two cents be paid her out of the interest accruing on Bonds in the hands of the Commissioner. All of which is Respectfully submitted
12 Feb 1823

Thos P. Evans
Com.r

FEBRUARY TERM 1823

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Sarah Vaughan
Ex Parte

The Commissioner having submitted his report on the above petition it is ordered that his report be confirmed that Mrs S. Vaughan be refunded out of the interest accruing from the bonds belonging to his Son John C Vaughan in the hands of the Commissioner for monies advanced out of her own funds for his maintenance.-

3

Jincy Ballard Admx
of James Ballard
v
Samuel Gaston

Bill
for
Discovery
& Relief

On motion of Levy & McCallie Attornies for Complainant Ordered that the above Case be referred to the arbitration of John Doty and Benjamin

Fincham with power of choosing an umpire and that they do return their award to this Court at its next sitting and they be permitted to take the examination of Mary Ballard an aged and infirm witness by Commission

Middleton Mcd Tiltman
Et Ex et. Al
v
William Anderson
Et Ex Et Al

Bill
for
Partition

On Motion of Levy & McCallie Attornies for Complainants ordered that Samuel Dixon be appointed

guardian ad litem of the minors who are parties to the above case that is John Dixon, Charlotte Dixon and Araminta D. Dixon.

David Heyneman } Bill to On motion of Levy & McMillie
& Wife } Account Attornies for Complainants
v } & for ordered that the Order for
John Hughson } Relief reference in this Case be
extended

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FEBRUARY TERM 1823

John Boykin and }
Lewis Ciples Guardians } Bill
v }
James Chesnut }
subject of this suit and that they assign one half to the Com-
plainants in right of their wards and one half of the same to
defendant & that persons be appointed Commissioners
and that the costs be equally divided between Comps. & defendants

Chapman Levy } Report on
v } Bill to
Matthew C. Higgins } Account &
and others } for Relief

The Claim of the Complainant and allowing all the credits to which the defendants are entitled. And particularly \$ & credit for a note of hand drawn by the Complainant in favor of one Henry P. Dunlap for the sum of one hundred and four Dollars & thirty Cents, payable twenty days after the date of the said note which was dated the eighth day of December in the year of our lord one thousand eight hundred and eighteen, and which note was paid by the defendant Matthew C. Higgins out of the monies said defendant Matthew C. Higgins on account of the Complainant. I find that there remains due to the Complainant one thousand and Seventeen Dollars. And that the defendants James English, Reuben Patterson, John Jenkins, Duren Graham, John Ballard and Adin Gillman and the estate of Samuel James together with the Complainant. All of whom are Co Securitites to the Bond of the Defendant Matthew C. Higgins as sheriff are liable to the afore-said debt and bound each

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FEBRUARY TERM 1823

to contribute towards the payment thereof so far as his proportion of said Bond will go after deducting all payments legally made by him on any prior Judgments. All of which is respectfully submitted
12 Feb. 1823

Chapman Levy }
v }
Matthew C. Higgins }
and others }

The Commissioner having submitted his report in this Case. It is ordered that the same be confirmed
It is further ordered that part thereof amounting to one hundred and twenty seven dollars and twelve and a half Cents and that the Complainant be allowed a Credit for that amount upon the bond given by Matthew C. Higgins and the other defendants together with the Complainant to the Treasurer of the State Conditioned to be void upon the faithful performance by the said Matthew C. Higgins of the office of Sheriff of Kershaw district. And that the balance of the said Claim amounting to eight hundred and eighty nine dollars eighty seven and a half Cents be paid by the other defendants reported to be liable. It is further ordered the Commissioner of this Court do pay over to the Complainant out of the note of Thomas McCrady to Samuel James ordered to be delivered into his hands by Benjamin Bineham & to be collected by him when due so much of the said note when collected as will satisfy the proportion

due by Samuel James: It is further ordered that the Commissioner do retain in his hands the balance of the said note subject to the future order of this Court. It is further ordered that the Complainant have leave to amend his Bill

FEBRUARY TERM 1823.

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John Dunlap et al } Report on
v } Bill
James Dunlap et al } for
Partition

"In this Case I find the Estate subject to a division among the parties generally to amount to seven thousand eight hundred and eighty eight dollars thirty seven cents which is to be divided into Six equal parts Viz. To

Nancy Trantham	1814.72 5/6
John J. Dunlap	1814.72 5/6
Robert Dunlap	1814.72 5/6
William Dunlap	1814.72 5/6
Samuel Dunlap	1814.72 5/6
James Dunlap	1814.72 5/6
	7688.37

That John J. Dunlap is entitled to said estate in the sum of two thousand three hundred and Sixty four dollars and thirty seven Cents for purchases made in his favor against the estate for Seven hundred and seven dollars and twelve cents that this sum together with his portion of the estate amounts to two thousand and twenty one dollars and eighty eight cents- which being deducted from what he owes leaves a balance of three hundred and forty two Dollars and forty nine Cents due by him to the estate- That Nancy Trantham is indebted to the Minor Children in the sum of Eleven hundred and forty six dollars and twenty nine cents after deducting her portion of the Estate from the amount due by her for purchases at the Sale &c.- The Commissioner further reports That there is a Specified legacy/ to John J. Dunlap, James Dunlap, William Dunlap, Robert Dunlap & Samuel Dunlap, amounting to three thousand eight hundred and eighty two dollars & ninety nine cents (\$3882.99) including interest on the whole of the same to this day
That John J. Dunlap is entitled to

James Dunlap	776.59 4/5
Robert Dunlap	776.59 4/5
William Dunlap	776.59 4/5
Samuel Dunlap	776.59 4/5

FEBRUARY TERM 1823

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That John J. Dunlap has received on account of his portion Six hundred and Sixty three Dollars and thirty three Cents and that there is still due him the sum of one hundred and thirteen dollars and twenty six Cents. All of which is respectfully submitted
12 Feb. 1823

Thos P. Evans
Comr

On motion of R. Bullard Ordered that the above Report be Confirmed

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/Pages 223 & 224 blank/

JUNE TERM 1823

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The State of South Carolina
At a Court of Equity begun & holden for Camden District on Monday the day of June A.D. one thousand eight hundred & twenty three

Present

The honorable William Robein James one of the Judges of the said Court.

EX PARTE } Report on
John McClelland } Petition
& M. L. McClelland } (for allow-
ance to Eliza Champion
Champion

The Commissioner having made in this case the following Report Viz. t "In this case the Commissioner reports that Eliza H. Champion who is now under the guardianship of the petitioners is entitled

to a very large Estate and that an allowance of eight hundred dollars per annum for her maintenance & education would not be too great. He therefore recommends that the same be made in Conformity with the prayer of the petitioners. All of which is respectfully submitted
Camden 10 June 1823
Thos. P. Evans
Comr

It is ordered on motion of R. Bullard Petitioners Solicitor that the same be confirmed and that the sum of eight hundred dollars be paid to the petitioners out of the funds belonging to the said Minor according to the said Report & petition

Exparte
Harling Jones

On motion of R. Bullard Ordered that the names of John Hagely, Thomas Robinson and Everard Cureton be substituted in place of William Nixon Benjamin Bineham, and Thomas Starke as Commissioners in this Case.

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Nicholas Thorn
v
John Holland et al

Bill for
Partition
& Relief

Ordered that Ephraim Goddin and Penelope his wife, Merry Thorn and Joseph Horn do appear answer plead or demur to the above Case on or before the first day of November next or the Bill will be as to them taken Pro Confesso

Latta & Kilgore

v
John Gilkoyson
and others

The Commissioner having made the following report in this Case to wit, "In this case the Commissioner Reports that there was retained from the sale of the mortgaged premises in the hands of F.S. Lee late acting Sheriff of Kershaw District the sum of two hundred dollars on account of Claimants demand and that this is the only fund liable to the satisfaction of said demand. All of which is respectfully submitted. 10 June 1823
Thos. P. Evans
Comr

On motion of John C Carter it is ordered that the said report be confirmed and that the Deputy Sheriff of Kershaw or Sheriff do pay over the monies which has been enjoined in his hands in satisfaction of the Bond and Mortgage and of the Costs of suit in this Case

Margaret Pope

v
Rebecca T. Pope
and Others

Bill
for
Partition

On motion of Levy & McMillie Attornies for Complainant; Ordered that Adin Tillman be appointed Guardian ad litem for the minors defend-

ants in the above Case.

JUNE TERM 1823

Holoway James

v
John Mayrant

Bill

Ordered that it be referred to the Commissioner of this Court to ascertain whether John Mayrant or any other person for him ever paid either to the late Sheriff of Kershaw District, the sum of \$232.89 on account of the above Case: It is further ordered that an attachment do issue against the said John Mayrant for not paying over to Complainant \$209. & int. st thereon from the 19. th Ap. 1 1820

M.D. Tillman &
wife & others

On motion of Levy & McMillie Attornies for Complainants: Ordered that Adam McMillie Joseph Cunningham Joseph Patterson, Lion Coates and John Barnes be appointed Commissioners in the above Case with powers conforming to the prayers of the Bill in the above Case

And that they make their return to this Court at the next sitting MS and that a Writ of Partition do issue for that purpose

Lewis Ciples &
John Boykin
v
James Chesnut

Bill for
Partition

It is ordered in this Case that the land Subject to this Bill be sold by the Commissioner for Cash as much as will pay the costs and the balance on twelve months Credit

Francis Lee Adm'r

v
Austin P. Peay

Bill for
Foreclosure

It is ordered that the house and lot mentioned in the bill be sold for as much Cash as will pay the Costs the remainder on a credit of one third till

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the first of June next the balance until the first of June 1826. with interest the purchaser giving bond and approved security with a mortgage of the premises subject to be resold at the risk of the purchaser if the terms of sale are not complied with and that the matters in account between the parties be referred to the Commissioner and that the report heretofore made be confirmed.

David George &
John Barnes

v
David Archer

Bill

In pursuance of an order of reference in this Case: I find that David George & John Barnes were jointly bound with David Archer in a bond of the amount of nine thousand dol-

lars: The Condition of which is that said David Archer shall will and truly administer the goods &c of William Archer I find that the said David Archer has left this State without accounting for his administration and removed the goods &c of his intestate and there remains a balance due Harvey Archer, Milton Archer, George Archer who are minors, as appears by the Books of the ordinary three thousand five hundred and twenty dollars and seventy two Cents with interest from first January 1818. I further find that there is now a Judgment in the Court of Common Pleas in favor of said David Archer against the Securities of H.C. Higgins which is all the funds said David Archer has the Control over in this State. All of which is respectfully submitted 10 June 1823

Thos. P. Evans
Comr

The report of the Commissioner in this Case

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is confirmed and it is ordered that said David Archer do account for his administration of said William Archer's Estate and save harmless the said Complainant from any liability on the said Security-ship and it is further ordered that the monies due on the Judgment mentioned in Complainant's report be enjoined until the said David Archer shall have accounted or until the further order of this Court.

Joshua Killingsworth

v
by his next friend

Bill

Joshua English &
William Nixon

In this Case on motion of R. Bullard it is ordered that Joshua English who lives out of the State do appear to this Case on or before the first day of

January and make his defence therein or the Bill will be taken against him.

Charles Jugnot Surv'r

v
of Jugnot & Meir

Bill

Stanislaus Herard

By consent of defendants Solicitor it is ordered that this case be referred to the Commissioner to take an account of rents and profits of the premises for a sale of which there is a prayer in

In the Bill, that the defendant have leave to answer and that the premises be sold on the first Monday in December next or any day thereafter on a credit of six months with interest except so much Cash as will pay Costs the titles to be made but not delivered till the money is paid and if not paid when due that the premises be sold at the risk of the former purchaser.

M. Parrot & Wife
V
John Brown & others
Exor of Henry Horn

Bill

In this case it is ordered that it be referred to the Commissioner to take the account of the negro hire of the three

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negroes given to the Complainant M. Parrott during widowhood for what may be due up to the time of her marriage and to State the account of Defendants against Complainants - that the Bill be dismissed as to the application for dower and all claim under the Bill mentioned in the Bill except for hire up to the widows marriage

Peters & Harrison
V

Bill of

It is ordered & decreed that the Bill in this Case be re-revived against Travis Owen administrator of John Naudin Dec'd It is

Travis Owen & Wife
Exor & Adm of John
M. McNeill also Admor
& Adm of Jn. o Naudin

Reviver

Further ordered and decreed that the real Estate belonging to the Estate of John Naudin deceased be sold by the Commissioner of this Court on some public sale day, Purchaser giving bond payable in two equal annual instalments with interest from the date with approved personal security and mortgage of the property. It is further ordered and decreed that the house & Lot situate on Broad Street in the town of Camden belonging to the Estate of John M. McNeill be sold by the Commissioner of this Court at the same time with the above mentioned real estate upon a credit of twelve months purchaser giving bond & approved personal security and mortgage of the premises: It is further ordered that the said Travis Owen and Louisa his wife do account before the Commissioner both for the estate of John Naudin & John M. McNeill

Robert Cunningham
Admor of Daniel S. Bailey
V
Peter Smith & others

In this case it is ordered that the Creditors of Daniel S. Bailey be publicly

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notified in the Camden Gazette to appear before the Commissioner on the reference in this Case to prove their respective demands against the estate of the said Daniel S. Bailey: And that they have notice to appear before the Commissioner upon a final account to adjust their respective rights and that the former order confirming Commissioners report be rescinded it being found on a mistake as stated by Commissioner and for want of notice of report by the parties interested

Peter Smyth & others
Adm
Robt Cunningham
Admor of D. S. Bailey

Bill

On motion of John C. Carter. It is ordered that the order of reference which was obtained in this Case

at last Court be extended

Holloway James
V
John Mayrant &
William Mayrant

Attacht

On motion of S. D. Miller It is ordered that the attachment be set aside and that the defendant do account before the Commissioner according to the former order of this Court.

Edward Kensey
V
Willie Vaughan

Decree

On motion of C.A. Fullard
it is ordered that the Sheriff do shew Cause forthwith why he does not pay over the amount to which Richard W. Fryor is entitled under the above Decree.

To the above rule the Sheriff makes the following return & that the above execution has been lodged in my office but that Richard W. Fryors name does not appear upon it June 11 1823.

J. W. Cantley
S. E. D

On motion it is ordered that the matters contained in the above rule state be referred to the Commissioners to report whether any thing be due to Richard W. Fryor under the Decree above alluded to

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Elizabeth Swilley
V
James Whitaker
and others

Bill
for
Dower

In this Case the Commissioner reports that he has been attended by the parties on a reference & finds that the land in which the Comp. is entitled to dower is of the value of Three thousand dollars and that it would be to the benefit of Complainant to receive in money one seventh of the value above stated which would make four hundred and twenty eight dollars & fifty seven cents. All of which is respectfully submitted 11 June 1823. Thos. P. Evans Comr

On motion of John C. Carter it is ordered that the report of the Commissioner in this Case be confirmed and that the amount due to the Complainant in lieu of dower and the costs of this Bill be paid out of the Estate of John Swilley the defendants testator

Francis Lee Adm
V
Austin P. Ray
Admor of W. Trapp

Report
on
Bill to
foreclose

In this the Commissioner reports that there is due to the Complainant from the defendant Three thousand dollars: One thousand of which

became due on the 22.d of March last and two thousand becomes due on the 22.d of March 1823 with interest from the 22.d day of March /1820/ and that the mortgaged premises are liable to the satisfaction of Comps demand. All of which is respectfully Submitted

Thos. P. Evans
Comr

John S. Perry
V
John McMillie
& others

Bill

Continued

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John Trantham by
Guardian
V
Nancy Trantham
James Trantham
V
Philip Brewer

Bill

Continued

David Hyneman et al
V
John Hughson

Bill

Continued

James & John Chesnut
V
Geo. L. Champion et al

Bill

Continued

The Commissioners who were appointed by this honorable Court at its last session have reported on the above case recommending a sale of the lands referred to in the above cases: On motion of Levy & McMillie the Commissioner for Complainants: Ordered that the same be sold by the Commissioner of this Court on the first Monday in June next on a credit of one two and three years with interest excepting so much cash as will pay Costs: and that if the terms of sale should not be complied with the land may be resold by the Commissioner at the risk of the first purchaser: and at the time of sale the purchaser be required to give bond and security for the purchase money and that titles be executed but not delivered until the purchase money is paid.

Nicholas Thorn
v
Nancy Thorn &
others

Bill for
Discovery
& Relief

Bill taken Pro Confesso
as to all the defendants
On motion of Levy
& McMillie Ordered that

the prayer of the Bill be granted and that the Commissioner do sell the said land for 20 per cent of the balance on a credit of one year on bond and mortgage and pay over to the Plaintiff Six hundred & Six dollars 68 Cents out of the proceeds of the same and that the balance of the debt be divided between the Complainant and defendants agreeable to the Statute of distributions

EX PARTE
v
Edward C. Erevard

Petition to be appointed Guardian of James Dickinson On motion of J.C. Carter It is ordered that the prayer of the petitioner be granted And that Edward C. Erevard be appointed Guardian of James Dickinson on the usual terms.-

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EX PARTE

Edward C. Erevard
& Alfred Erevard

Petition for the sale of the real estate of R.H. Dickinson

In this case the Commissioner Reports that he has examined several very respectable and intelligent persons on the propriety of the sale of the real estate of R.H. Dickinson in the petition mentioned all of whom concur in the belief that the sale of the land has been for a sum far beyond that they regarded as its real value: He therefore recommends a Confirmation of the said sale to John Whitaker and that Edward C. Erevard the Guardian of James Dickinson be authorised to execute titles to the same whenever the terms of the sale are complied with. He further Reports that he has taken testimony in relation to the propriety of the sale of the real estate in Camden and reports and recommends that the said Guardian be authorized to sell the houses separately from the lots as he in his discretion may think proper & report his proceedings thereon to the Court- All of which is respectfully submitted
Camden 1 Feb. 1824

Thos. P. Evans Com.r

Confirmed

Henry W. Desaussure

EX PARTE

William Blending

Petition

On motion of R. Bullard It is ordered that the matter in the petition in this case be referred to the Commissioner to state the petitioners demand & whether all or which part thereof is due by the trust estate mentioned therein.

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EX PARTE

William Blending

In this case the Commissioner Reports that there is due to the petitioner out of the trust estate of Willie Vaughan the sum of one hundred and sixty six dollars and forty

eight Cents on open account which accrued previous to the making of the deed of trust on the 12th of April 1819. And that there are in the hands of the Commissioner Bonds in which the said Willie Vaughan has an interest amounting to upwards of three thousand Dollars and that there are other large outstanding demands against the Estate of the said Willie Vaughan for the payment of which this sum is equally liable as the whole or nearly the whole of the Estate beside has been Exhausted. All of which is respectfully submitted
10 Feb. 1824.

Confirmed & Conditional order made
Henry W. Desaussure

Thos. P. Evans
Com.r

EX PARTE

Chapman Levy

Petition

On motion of Levy and McMillie It is ordered that the above petitions be and are hereby referred to the Commissioner to examine and report on the Claims of the Petitioners Respectively and what funds are in the possession or under the Control of this Court or in the hands of the Commissioner to satisfy the Same.-

EX PARTE

Abraham Deleon

Petition

EX PARTE

Abraham Deleon

Petition

EX PARTE

E.R. Anderson

Petition

EX PARTE

Edward H. Anderson

Petition

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EX PARTE

Abram Deleon

Report

In this case the Commissioner begs leave to report that there is due to the petitioner for medical Services rendered the negroes the property of John Vaughan, Claiborn Vaughan and Eliza Virginia Vaughan Children of Willie Vaughan the sum of one hundred and six dollars and for medical services rendered Claiborn Vaughan \$8.75 which he recommends to be paid out of the funds belonging to the said parties now in the hands of the Commissioner of this Court all of which is Respectfully submitted 11 Feb. 1824
Thos. P. Evans
Com.r

Henry W. Desaussure

EX PARTE

Abram Deleon

Report

In this case I find the demands of the petitioner against the trustee of Willie Vaughan for medical services rendered the negroes of the trust estate and for a Drug Store account amounting to \$136. to be correct and recommend that the same be placed on the same footing as those demands which are the subject of a conditional order of this Court requiring persons to render in demands against Willie Vaughans Estate. All of which is respectfully submitted
11 Feb. 1824
Thos. P. Evans
Com.r

EX PARTE

Edward H. Anderson

Report

In this I beg leave to report that there is due to the petitioner for medical Services rendered to the under named Minors the following sums viz by John Vaughan (\$7. Claiborn Vaughan (\$2.84 and Eliza V. Vaughan (\$39. He further reports that there are funds in his hands arising from interest on Bonds of James Sheumat & Benjamin

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Bingham in which each of the minors above have an interest, suf-

sufficient to discharge the said sums: He therefore recommends that he be authorized to pay the same out of the before stated funds 11 feb: 1824

Thos P. Evans
Comr

Report Confirmed

Henry W. Desaussure

EX PARTE

Edw. d. H. Anderson

Report

In this case the Commr begs leave to report that there is due to the petitioner for medical services rendered Willie Vaughan & his family the sum of one hundred and forty three dollars & 25 Cents and that there are bonds in the hands of the Commissioner in which the said Willie Vaughan has an interest amounting to upwards of three thousand dollars- That there are many large outstanding demands against Willie Vaughan for the payment of which this sum is equally liable. He recommends that Seventy three dollars twenty five cents of the above amount be paid forthwith as it was for the expenses of his last illness and entitled to preference: He further recommends that the remainder of the above demands be placed on the same footing as those which are the subject of a conditional order of this Court in relation to demands against the said Willie Vaughans Estate All of which is Respectfully submitted 11 Feb: 1824

Thos P. Evans
Comr

Report Confirmed as to the sum of \$73.25 due for attendance &c. during the last illness

EX PARTE

Chapman Levy

Report

In this case I beg leave to Report that there is due to the petitioner the sum of three hundred and twenty three

dollars and forty Cents &

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interest on \$240.37 1/2 from the 16.th of April 1813 and recommend that the same be placed on the footing of those reported against the said Estate heretofore and on which a special order has been made All which is respectfully submitted 12 feb: 1824

Thos P. Evans
Comr

James Chesnut &
John Chesnut

REPORT

George Champion
and others

In this case the Commr Reports that on the 12 of April 1819. Willie Vaughan made and executed a deed of Trust in which the trustees therein named were authorised to sell the estate mentioned therein for the payment of his debts and for the benefit of Sarah Vaughan his wife, and his Children. He further reports that the sales made by George L. Champion and Sarah Vaughan to Complainants were without sufficient authority because in the deed above mentioned under which George L. Champion derives his supposed authority to sell, three persons to wit Benjamin Bincham, William Blanding and the said George L. Champion were appointed trustees and a Majority of them authorised to sell- That George L. Champion alone excepted the trust and consequently could not sell without a Co-trustee: That Mrs Vaughan could only sell her interest which was a remote one. The Commissioner however recommends a confirmation of the sale of negroes made to Complainants because the price obtained was much greater than could be got at this time. That the funds or a greater part thereof arising from the said sales were applied to the discharge

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of pressing demands against the said Willie Vaughan and in support of his family: And that subsequent Sheriffs sales have been

made to an amount sufficient to discharge the liens mentioned in Complainants Bill. He further reports and recommends that the costs of the Bill in this case be paid out of the estate of Willie Vaughan All of which is respectfully submitted 12 feb 1824

Thos P. Evans Comr

Report Confirmed by a Special Order

Henry W. Desaussure

Upon motion it is ordered that the Report made in this Case be Confirmed and it is further ordered that the Complainants do pay over to the amount on the Bond yet remaining due into the hands of the Commissioner subject to the future order of this Court and it is referred to the Commissioner to report at the next Court upon the Claims of persons entitled to this fund & that the said George L. Champion do account before the Commissioner for his application of the funds which came into his hands from the sale of the said Bonds to the fire and marine Insurance Company and that the Commissioner do give notice to the creditors to come in and make their Claims

EX PARTE

William Blandin

Exception
to
Report

The Commissioner having Reported that there is due by open account to petitioner \$166. and does not allow

interest.- I except to the report in as much as by the law and the rules of this Court the said simple Contract debt ought to bear interest from the date of the deed of assignment for the benefit of his creditors

R. Bullard

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EX PARTE

D.r Wm Blanding) Decree

Exparte D.r Deleon)

Exparte D.r E.H. Anderson)

The Commissioner has Reported various sums to be due to the petitioner on open account and that they are entitled to be paid out of a limited fund in his hands belonging to the Estate of Willie Vaughan on which fund there are other large demands the funds in the Commissioners hands arise from the sale of part of E. Vaughans Estate under deed of trust dated the 12.th day of April 1819 by which he conveyed his Estate real and personal to trustees to pay his debts & support his family: The Counsel for the retioning Creditors files exceptions to the Reports made in the above cases because the Commissioner has not allowed interest on these open accounts. This is resisted on the ground that these open accounts do not bear interest and that the deed does not specially give interest, and that the right to interest does not arise from the execution of such a deed of trust- Interest when not given by the express contract of the parties is not usually allowed except when a sum certain is to be paid on a day Certain- open accounts do not come within these descriptions and therefore does not usually bear interest: But it is contended for the petitioning Creditors that when a debtor conveys his property in trust to pay his Just debts that interest on these debts is then allowable.- These questions of interest depend a good deal upon the discretion of the Court- And that discretion seems to have been exercised variously in allowing interest in such Cases as the present. In Car. V Countess of Burlington P. Wms 228 L.d On Harcourt lays it down broadly that by the trust trust raised to pay debts, simple Contract debts should bear interest- and

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Lord Chan: Maclefield in Maxwell V. Whittenhall in 2.d P. Wms 267. That a devise of lands to pay debts make the land a security for simple Contract debts as well as other debts and the simple Contract debts shall bear interest, as the land yields annual profits- The case in this point are however- Contradictory. In Lloyd

V Williams 2 AIX 108:110 Lord Hardwicke denied that there was any general rule that when a trust was created for payment of debts in general that simple contract debts should bear interest. In Earl of Bath V Earl of Bradford 2 AIR 588. Lord Hardwicke adverts to these Cases & says he does not give an absolute opinion upon the point but thought that such simple Contract debts should not carry interest unless there is a particular ground for the Court to say so: In another case however decided three years before Barwell V Parker 2 Ves. Senr 353:4 Lord Hardwicke stated that where a trust term is raised by deed or will to pay debts & legacies after his decease, simple Contract debts shall not carry interest. But that if a man in his lifetime created a trust for payment of debts annexed a schedule of some debts and creates a trust /term/ for the payment of some debts, as that is in the nature of a Specialty, that will make these, the simple Contract debts bear interest, - with this agrees the decision in 1785. reported in Vern: & Scriv: 528:237 (see 2.d Bridges digest 85) In Shirley V Lord Furman 1 Bro. C.C. 41. Lord Ch. Thurlow seemed to think that interest should not be allowed in such Cases:

The Case we are considering is a strong one- The deed of Trust is under seal and gives absolute power to sell the real and personal Estates of the grantor to pay the debts- This should have been done, & not having been done the Creditors should not suffer. The delay would be peculiarly injurious to the simple contract Creditors as the bond debts were accumulating by increase of interest. I think

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FEBRUARY TERM 1824

therefore there is solid reason for allowing interest in this Case, if not more universally when a party retains his property in his own hands subject to the ordinary process of law, it is the fault of the Creditors on open Account of on default on payment they do not promptly recover the money due them- But where a party conveys his property in trust with authority to sell, to pay his debts & for other purposes by a deed which is not impeachable, he puts his property out of the reach of his Creditors by the ordinary and speedy process of the law & they may be delayed by the dolatory proceedings of the trustees- This is not the fault of the Creditors who ought therefore to be allowed interest to indemnify them for that delay which is usually beneficial to the debtor by enabling the trustees to sell his property most advantageously. I am therefore of opinion that interest ought to be allowed in the Cases we are considering- The exception must therefore be sustained and the reports Confirmed with the addition of interest on the same reported to be due

Ex Parte

Joshua Reynolds
& Margaret C. H. this
& R.D. Green

Report
on
Petition

In this Case I beg leave to report that the town lots in the petition mentioned are yielding nothing. That the lands are poor & trespasses frequently committed on them. He therefore recommends that the same be sold by the petitioners and that they be authorised to execute good and sufficient titles to the same and that they do account to the said Court for their actings in said Case and invest the funds in some productive property all of which is respectfully submitted
Feb. 1824

Report Confirmed

H.W. Desaussure

Thos. P. Evans
Comr

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Charles Jugnot Surv.r
of Constant Lemiére
Stanisla W Herard

Report

In this case the Commissioner Reports & Constant Lemiére stood indebted to John & Francis Blair at the time of the death of the said Constant Lemiére on the 19th of September 1821 in the sum of one thousand nine hundred and forty Seven dollars and twelve Cents which sum with the interest on the

the principal thereof to the first of January last amounts to two thousand two hundred and thirty eight Dollars & fifty Cents

\$2238.50

And the rents from the time Lemier's death till the 1st of January last to\$506.25
1732.25

That the house & lot in Camden sold for \$1700. &
was purchased by C. Jugnot1700.
\$32.25

Leaving a balance of thirty two dollars & 25 Cents and the Costs of the Bill in this case chargeable to the late firm of Jugnot & Lemiére: All of which is respectfully submitted
Feb. 1824 Thos. P. Evans
Comr

Report Confirmed Henry W. Desaussure

Hiram Allen & Wife
V
James Duren Admor
of Tapley Nixon Dec.d

Report

In this case I have been attended by the parties & on examination of accounts find that there was due by the defendant (on a final adjustment of the Estate of Tapley Nixon Dec.d) to

the Complainant the sum of three dollars 52 Cents which sum together with the Costs at the time of the reference was mutually settled. I therefore recommend that James Duren be discharged from his administration of the Estate of Tapley Nixon All of which is respectfully submitted

Thos. P. Evans
Comr

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Thomas Salmond
V
Elizabeth Turley
and others

Report

In this Case the Commissioner reports that the Judgment & Costs of Complainant against James English which the Complainants are willing to pay amounts to Seven hundred and thirty Seven dollars & three Cents with interest from the 17 Nov: 1823

all of which is respectfully submitted Feb. 1824

Thos. P. Evans
Commissioner

Confirmed Henry W. Desaussure

Ordered that the defendants do pay over the money reported to be due to Complainant and which they express their willingness to pay
Henry W Desaussure

Joseph Goodman &
others V
Mary Ray

Bill for
Partition

ON MOTION of J.C. Carter ordered that C.J. Shannon be appointed guardian ad Litem of Louisa Ray & Peter Ray in the above Case &

that be appointed Commissioners to divide the Estate in the Complainants Bill mentioned and make a return to this Court at its next term.

Fergus Russell & others
V
Elizabeth L. Russell
Admix of W.A. Russell

Bill for
Partition
& account

On motion of J.C. Carter ordered that the defendant do account before the Commissioner for the administration of the Estate of

John Russell before next Court

Lydia Parish & others
V
Jeremiah Parish & others

Bill

On motion of R Bullard: ordered that it be referred to the Commissioner to state if it is for the interest of the parties that Lands which were in possession

of Jeremiah Parish belonging to the Estate of John Parish should be sold and the proceeds divided amongst his heirs the parties to this Bill.

The Commissioner in this case begs leave to report that the lands which are sought to be sold are a tract of 100 acres granted to Jeremiah Parish 23 Apr. 1774. A tract of 305 acres granted to the same Person on the 3.d of September 1787 & one other tract granted to the same person for 50 Acres on the 7 of Sept. 1789 making in all 455 Acres. And he further reports that this is divisible in to thirteen different parts as there are thirteen Claimants and that it is the opinion of the Commissioners that the same cannot be divided amongst so many Claimants without manifest injury to their interests. And therefore he recommends a sale of said lands and that the proceeds be divided amongst the parties according to their respective interests. All of which is respectfully submitted 11 Feb. 1824

Report Confirmed

Henry W. Desaussure

Thos P. Evans Comr

On motion of R. Bullard ordered that the Lands mentioned in Report be sold by the Commissioner on a credit of twelve months with interest from the day of sale except so much cash as will pay Costs and that titles be made and not delivered until the money is paid and if not paid when due that the Land be resold at the risk of the former purchaser.

Alexander Spears
v
Abigail Spears &
Others

Bill

Ordered on Motion of R. Bullard Ordered that the Commissioner be appointed guardian ad litem to the Minors

defendants in this case. Also ordered that it be referred to the Commissioner to report if it will be for the benefit of the parties that the premises mentioned in the Bill be sold also ordered that this Case be referred to the Commr to the State the accounts between the parties.

I beg leave to report in this case that Lot number Eleven hundred & Seventy two (1172) in the Town of Camden belongs to the heirs of John Spears and is the only real Estate sought to be sold by the Bill that the Claimants are five in number And I further Report that it would be best for the interest of the Claimants that the said Lot & appendages be sold on a credit of one year with interest And the proceeds divided amongst Claimants according to their respective interest. I therefore recommend a sale of which is respectfully submitted 12 Feb. 1824

Report Confirmed

H.W. Desaussure

Thos P. Evans
Comr

Ordered that the Lot be sold by the Commissioner for so much Cash as will pay Costs the remainder on a Credit of one and two years with interest from the day of sale.

John Cranham by
his next friend
v
Nancy Cranham

Bill

On Motion of J.C. Carter Claimants Solicitor: It is ordered that the order of Reference in this Case be extended to the next Court & that the Commissioners have further time to make their return.

Chapman Levy

v
Matthew C. Higgins
and others

Report

In obedience to the order of reference in this Case I beg leave to Report That I find a former decree of the Court in favor of Claimant for one thousand & Seventeen dollars of which sum claimants being one of the Co-Securities to the sheriffs Bond was directed to allow a Credit on the said Bond for his proportion of the decree amounting to one hundred and twenty Seven dollars 12 1/2 Cents.

I find however that Judgments at law of a prior date to Claimants decree were obtained against Claimants and others of the Securities to the Sheriffs Bond amounting to three thousand two hundred and ninety one dollars forty nine & a quarter cents which subjects the Claimant to the payment of the whole of his proportion of the said sheriffs Bond, so that he cannot be allowed the said Credit as Decreed by this honorable Court: That none of the Judgments obtained on the said Sheriffs Bond prior to Claimants decree were against Samuel James of James Turley or their representatives. And that no part of the said Judgments have been paid by them or out of their Estates. That Samuel James proportion of the said Bond including interest from the time of the Judgments is eight hundred and thirty two dollars twenty one Cents. That James Turleys proportion of the said Bond including interest from the time of the Judgments is also eight hundred & thirty two dollars twenty one cents. That there is a decree of this Court upon the said Sheriffs Bond against the representatives of the said James Turley for Seven hundred and Eleven Dollars & thirteen Cents I therefore recommend that out of the fund arising from a note belonging to the Estate of Samuel James

deposited in my hands by order of this Court there be paid to Claimant eight hundred and thirty two dollars and twenty one Cents and the costs of this Suit and that if any part of the said fund ~~rem~~ remain after the aforesaid payments that such balance be paid to the representatives of Samuel James I find that after paying to Claimant the above sum of eight hundred and thirty two dollars 21 Cents there will remain due to him a balance of \$184.79: I therefore recommend that one hundred and Eleven dollars ten Cents be paid out of the Estate of James Turley by his Representatives and the balance then due to Claimant of 73.69 be paid by Reuben Patterson one of the Co-Securities he not having paid any part of his proportion of the said defendants Bond All which is respectfully submitted

16 Feb. 1824

Submitted

Thos P. Evans
Comr

Report no exception Confirmed

Henry W. Desaussure

Robert Cunningham)
Admr Daniel S. Bailey)
v
Peter Smith & others)

In this Case the Commissioner Reports that in a former Report the following demands were stated to be due by the Estate of Daniel S. Bailey viz on Judgments \$76.10 & Sealed instruments 3773.50

on unsealed instruments and open a/cts 4574.49

That subsequent to the above report a mistake has been discovered and he now reports that he has been attended by the parties and finds that the following is a correct statement of demands viz
On Judgments \$76.10
On sealed instruments 3804.97
On unsealed instruments & open accounts \$4881.91

He recommends that the said demands be paid in the following order. First the Judgments Second the sealed instruments and last the unsealed instruments and open accounts in an equal degree. He further reports that in consequence of the mistake before stated a large sum of money, to wit nearly three thousand dollars, has been paid to the supposed Specialty Creditors in North Carolina a sum greatly beyond what they are entitled to receive. And recommends that they be ordered to refund whatever sum they have received over and above their specialty demands

He further reports that Robert Cunningham the Claimant has accounted before the former and present Commissioner for his receipts and payments of Daniel S. Bailey up to June term 1823.

And Mrs OMain had a slave also from the mother on her marriage. All this took place without meddling with the slaves purchased in the name of William Cuphill. Other views might be taken of this Case founded on the testimony. But it is unnecessary. The legal title was in Wm Cuphill and it is in his legatees. The presumptions of a trust in him for the benefit of the whole family are not supported by sufficient evidences to defeat the legal title. The weight of evidence is

FEBRUARY TERM 1824

greatly on the other side- I cannot therefore especially after so many years acquiescence by the Complainant And after the death of William Cuphill give the Relief sought by the Bill. It is therefore ordered & decreed that the Complainants Bill be dismissed with Costs

Henry W. Desaussure

Murray Robinson
Surv.s of Neill Smith & Co
Mathison, Shannon
and others Creditors of
Welsh & Smyth

DECREE

This is Bill filed by the Complainants to establish their right to payment of their demands out of the estate and effects of ~~Welsh~~ and effects of Welsh and Smyth. It was proved that the Compts Neill Smyth & Co had dealings with Welsh & Smyth and supplied them with Corn and Bacon, & groceries for the use of their Concern. The Books also charge the Articles in Question to Welsh & Smyth. This is sufficient to establish the debt a Copartnership debt for the M.r Smyth expressed an apprehension that some of the articles furnished by M.r Neill Smith & Co to Welsh and Smyth were for the private use of Welsh; there is no proof of that, so as to defeat the other proofs more especially as M.r Smyth himself afterwards acknowledged the debt to be a Copartnership debt and sought time to have the goods sold beneficially. I must therefore consider it to be established that the demand of Neill Smith & Co against Welsh & Smyth was a Copartnerships debt. It is Contended for Complainant that they are entitled to a priority of payment over other creditors on account of a Judgment obtained by them against Welsh & Smyth on the 23.d November 1822 at the same time that Matheson & Co. obtained a Judgment against them. But those Judgments were afterwards set aside by the Court of law as improperly obtained against the Copartnership, because the writ was not served on Smyth one of the defendants and he did not sign the Confessing Judgt. which was done wholly by Welsh and was not binding.

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on the copartnership. This then cannot be considered as a lien on the copartnership effects giving the priority sought. But it was argued that it being clearly a copartnership debt and one of the Copartners having Confessed the Judgment the execution will bind his moiety of the effects and give a priority as to half the debt at least. There is no authority for this- and I am not aware that any case exactly alike it has occurred unless it be the case cited by defendants Counsel of Carter & Holmes. It does not strike me that the claim of priority for half the debt can be sustained on this ground. It is true that a Judgt. Cred.r of one of the members of a copartnership may levy & sell the interest of that partner in the joint goods. But the Purchaser is entitled to no more than what would be coming to that partner after an account taken and of course after payment of Copartnership debts so I apprehend that a Judgment obtained against one partner of a concern will bind only his assets the demand was against the Company. It was further urged for the Complainants that M.r Smith had asked for which was an acknowledgment of those Judgments. And that an agreement was accordingly entered into by the creditors to give time to the sales of the goods: And it was argued that this amounted to a recognition of the Judgments by Smith- But I apprehend not- terms for that application was to sell the goods on the best terms for the benefit of the Creditors and not to alter or vary their rights, nor could any act of Smiths do so. The agreement itself shows this for the creditors stipulated that the proceeds of

the sales should be applied to pay their demands according to their legal priorities- Upon the whole I am satisfied that the Complainants are not entitled to any priority on account of the Judgment or agreement. But that they are entitled to

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come in as for a copartnership debt according to such legal priority or equality as they have a right to do. And it is decreed that in the application of the assets of Welsh & Smyth to the payment of their debts, the rule above mentioned be adhered to

EX PARTE

WILLIAM M.CILLIE
TRUSTEE OF SARAH SMITH

Henry W. Desaussure
William M. Cillie having
Trustee of Sarah Smith
wife of Jeremiah Smith
having submitted and re-
ferred to me the propriety

of the purchase of the following articles of property and household furniture out of the funds of the trust estate, I recommend the same. It appearing by satisfactory evidence that the same is necessary and meets the approbation of the Cestique trust Viz

One pot & a lot of Kitchen furniture	4.25	\$5.25
1 Room \$1.00 1 Lot of plates & 2		2.
1 Wheel 3. 1 Lot of Iron ware 5		8.
1 Cupboard & Crockery Ware		15.
1 Set of drawers & Lock Case		21.
2 tables 275. 2 Looking Glasses		3.87½
7 Chairs \$3.50 1 womans saddle		9.
1 Bed. Bedstead & furniture		40.
1 Do Do		37.
1 Do Do		17.
1 Do Do		3.
2 Blankets		1.
1 Bay Mare & Colt		110.
19 head of hogs		31.
2 Cows & Calves		33.
		\$336.62½

I further recommend that his receipts given for that amt to the late Commissioner of this Court on account of her interest in her fathers estate be cancelled and that the right to the above property be vested in a trustee for the benefit of the said Sarah agreeably to a former order of this Court all of which is respectfully submitted 12 feb. 1824

Confirmed Henry W. Desaussure

Thos. P. Evans
Com.r

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On motion of M.r M.Cillie on behalf of Sarah Smith wife of Jeremiah Smith Ordered that Jeremiah Green be appointed trustee with authority to take charge of her interest in the estate of her father William Jones dec'd and to receive from William M.Cillie the amt of said fund now in his hands on the said Jeremiah Green giving bond and Security to the Commissioner for the faithful performance of the trusts and that the powers of the said William M.Cillie as trustee, on his sitting with the said Jeremiah Green, be revoked, on the said Jeremiah Green giving the bond and security aforesaid

Henry W. Desaussure

Stephen D. Miller

William M.Cillie
Trustee of Sarah Smith
the sum of one hundred dollars it binds the amount of an order drawn by Sarah Smith in favor of S.D. Miller

It is ordered that Stephen L. Miller be paid out of Sarah Smith's funds in the hands of William M.Cillie her trustee the sum of one hundred dollars for filling answer and defence in the case of Horton

Chapman Levy

William M.Cillie
Trustee of Sarah Smith

It appearing to the Court that Chapman Levy is entitled to receive one hundred dollars for filling answer and defence in the case of Horton

V Jeremiah Smith by which Mrs Sarah Smith recovered and had re-

MS
cured to her the share of her fathers estate that she was entitled to & which is the above trust & the said Sarah Smith having by her written paper subscribed by her acknowledged the claim and desired the Court to order the same paid. It is ordered that the said William pay to the said Chapman Levy one hundred dollars out of the trust estate of the said Sarah Smith.

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Joshua Killingsworth
by his next friend
V
Joshua English &
William Nixon

It is ordered that this case be referred to the Commissioner to report what is due to Complainant on the order mentioned in the above case.

In the above stated Case the Commissioner made the following Report Viz I have heard evidence in this case as to the value of such a girl as is mentioned in the Bill at the time when the order was drawn 25 December 1821 the price of such a girl would have been four hundred and fifty Dollars I further report that the same should bear interest from the said time which sum & interest amount together to five hundred & sixteen Dollars & ninety three Cents all of which is respectfully submitted.
10 feby 1824

Thos P. Evans
Comr

REPORT CONFIRMED

Henry W. Desaussure

The Commissioner having submitted his Report pursuant to an order of yesterday On motion of R. Ballard it is ordered that the same be confirmed and that William Nixon do pay to the Complainant the sum stated in said Report to wit five hundred and sixteen dollars and ninety three Cents and interest thereon from the 11 day of feby 1824 out of any money in his hands belonging to his Codefendant and which shall remain

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due to him after the payment of any Legal liens or discounts which have attached upon said funds and have a legal priority to this demand and it is further ordered that the said Joshua English do pay the said sum of Money and interest as before stated to the Complainant and if the said sum shall be so paid by the said Joshua before the adjustment of accounts between him & the said William Nixon that it is ordered that the order as to the said Nixon shall cease & be extinct

Mary Cunningham

V
William Nettles et al

Bill for Partition

On motion of Levy & McWillie Attorneys for Complainant Ordered that a Bill of Partition do issue on the above case directed to James Clark Henry Abbott, John Cantey & William Nixon to make partition of the above case agreeable to the prayer of the Bill and that they do make their return to the next Court.

Peters & Harrison

V
Travis Owen & Wife

M.R William B. Hart having rendered an account in obedience to the order of this Court, stating what funds of John Haudin are in his hands Travis Owen and it appears cash four hundred & twenty Bond of Joseph Mickle due to the said state upon which there is a balance due of five hundred and sixty five dollars. It is ordered that the said William B. Hart do pay into the hands of the said Commissioner the amount of four hundred and twenty eight Dollars twenty one

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MS
cents and do deliver up the said Bond of Joseph Mickle to the Commissioner who is authorised to collect the same and retain the amount in his hands subject to the further order of this Court. It is further ordered that the Commissioner do pay out of the said fund the costs of the Complainants in the revivor Bill of Peters & Harrison V Gray & McWhorter. The same vs McNeill & Haudin. The same vs Owen & wife Exor of McNeill. The same vs Owen & wife Adm of Haudin and the costs of the defendants Travis Owen & wife Exor of McNeill & same Adm of Haudin subject to right of Complainants hereafter to shew that defendants ought to be charged personally with said costs

Holloway James

V
John Myrant

on motion of Holms for Complainant ordered that the former order of reference in this case be extended

Peters & Harrison

V
Travis Owen & Wife
Adm of J Haudin

On motion of James G. Holms Compl't Solicitor ordered that Wm B Hart be made a party to the Bill in this case and that Comp have leave to amend.

Edmond Kenney

V
Willie Vaughan

Decree

On Motion of Charles A Ballard ordered that the rule of reference in this case at the last sitting of this Court be extended to the first day of next Court.

FEBRUARY TERM 1824

Superintendent of
Public Works

V
Darling Jones

Petition for
appointment
of appraisers

The petition in this case being heard the Service of which has been accepted by the said Darling Jones, it is therefore ordered that William M. Wright, Everard Cramton, James Chesnut, Abner Ross and Robert B. Montgomery be appointed Commissioners who or a majority of them are required to make a fair statement of the loss and damage if any occasioned to the said Darling Jones by reason of the watercourse canal and works thereto attached being carried through his land and the injury done to his Mills, over and above the benefit and advantage accruing to him by the making and constructing the said works according to the provisions of the Act of the Legislature in such case made & provided

Henry W. Desaussure

EXPANDE

V
William Blanding

ORDERED that the Report of the Commissioner be confirmed. And that George L. Champion do account before the Commissioner for the funds that have come into his hands and his acts and doings generally as trustee under the deed in favor of Willie Vaughans Creditors

Thomas Senter J.R

V
Stephen D. Miller
Adm of Peter Ray

Bill to The Commissioner in this Case having made the following Report Viz. "In this case I report that there is due by the defendants intestate to Complainant

FEBRUARY TERM 1824

MS
the sum of three hundred and seventy one dollars and ninety three Cents and that the mortgaged premises being the only funds in the hands of the defendt in the Bill mentioned are liable to the satisfaction of the above sum. All of which is respectfully submitted
10 feb 1824
Thos P. Evans
Comr

Confirmed
Henry W Desaussure

Ordered that the mortgaged premises be sold and that on some regular sale day on a Credit of six months except for so much cash as will pay Costs. And of the purchase money is not paid when the same

MS becomes due the promises to be resold for Cash at the risk of the first purchaser.

Margaret Pope } Bill for
v } Partition.
Rebecca T. Pope et al)
On Motion of Levy & McMillie ordered that that the Lots and houses in the Complainants Bill mentioned be sold agreeable to the said Report be Confirmed

Report of the Commissioner and that the said Report be Confirmed

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JUNE TERM 1824

At a Court of Equity begun and holden at Camden 7 June 1824

Present

The Honorable W.M.D. James one of the Chancellors of the State of South Carolina

EX PARTE }
Royal Bullard } Petition
Guardian of the }
Alexanders }

In this case I beg leave to report that I have heard evidence on the subject of the petition and am satisfied that the exchange of the girl Lorena for Chany

mentioned in said petition would be a very beneficial and advantageous one for the minors. I therefore recommend that the prayer of the petitioner be granted and that he be authorized to make the exchange All of which is respectfully submitted
7 June 1824

Thos P. Evans Com.r

Ordered that the report be confirmed and that the said petitioner do make titles for the negro Chany to his words named therein It is also ordered that the prayer of the said petitioner relating to J Lobys Bond be granted and that the said Bond be applied in payment of said demand on Doctor Alexanders Estate mentioned in said petition or so much thereof as shall be sufficient to satisfy said demand after payment of the costs in the case of Sarah Horton & others v John Jamson & others

EX PARTE }
H.D. Green } PETITION for appointment of Guardian Ordered
that the prayer of the petitioner be granted
on the usual terms

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JUNE TERM 1824

Alexander Spears }
v } In this Case I beg leave to report that I
Abigail Spears } have been attended by the parties & find
and others } that the nett amt of the personal property of John Spears is eight hundred and twenty dollars & nineteen Cents which is to be divided in the following manner.-

To Alexander Spears one fourth \$205.04
Abigail or Isabella Spears " 205.04
Nancy Spears " 205.04
Children of Cunningham " 205.04

That Nancy Spears one of the legatees is dead and has devised her portion of the said Estate to Abigail Spears: I therefore recommend that the part which Nancy Spears is entitled to out of the said Estate be paid to Abigail Spears All of which is respectfully submitted
7 June 1824

Thos P. Evans
Com.r

It is ordered that the report of the Commissioner be Confirmed and that the share of each of the parties stated in said Report be paid to each

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John Dunlap et al }
v } Partition
James Dunlap et al)
It is ordered on motion of R. Ballard that two tracts of land following be sold. One for three hundred Acres more or less in Fairfield district on Cedar Creek be sold by the Commissioner of Fairfield District if not disposed of at private sale by the Commissioner of this Court by the first of October next on a credit of one and two years interest from the day of sale. That titles be executed and not delivered till the money paid and if not paid when due then that the same be resold at the risk of the first purchaser and said Commissioner do report to this Court. Also ordered the other tract of Land to wit

FEBRU JUNE TERM 1824

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for eighty Acres more or less be sold on the same terms as /the/ above by the Commissioner in whose district the said Land is situate and that the Costs be paid out of the sales.

John Fraser & Wife } Bill for
v } Partition
Rebecca T. Pope et al)
On motion of Levy & McMillie Attornies for Complainants Ordered that John Jenkins be appointed Guardian ad litem for the Minor defendants.

David George et al }
v }
David Archer }

It is ordered that the money enjoined in the hands of the Sheriff be paid into the hands of the Commissioner and by

him put out at Interest to abide the further order upon good Security

Robert Cunningham }
Admor Dan.l S. Bailey }
v }
Peter Smith & others }
It is ordered in this Case that the Commissioner be empowered to assign and transfer the Judgment against James Clay in favor of Admor of D.S. Bailey upon such terms as he may think most beneficial for the Creditors of the said Daniel S. Bailey

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JUNE TERM 1825

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At a Court of Equity begun & holden at Camden on the 9.th of June 1825

Present

The Honorable H.M.M. Desaussure one of the Chancellors of the State of South Carolina

In obedience to the Act of the Legislature. It is ordered that the Commissioner do report to the Court what Estates of Minors, suitors or other persons are in his hands under or by virtue of orders of this Court and in what state such estates are. Also to report to the Court what trustees guardians & executors have made proper returns of Estates in their hands and the situation of those estates and also what trustees and guardians and executors have not made any or imperfect returns.

Henry M. Desaussure
9 June 1825.

EX PARTE }
John O.C. Vaughan } On the suggestion of George L. Champion their
v } next friend Ordered that Thomas P. Evans Esquire Commissioners in Equity for this district do report the account rendered by the late Willie Vaughan as guardian to his Children John O.C. Vaughan and Julia Vaughan now deceased from the period of the said Willie Vaughans appointment on the twenty Second day of February in the year of our Lord one

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thousand eight hundred and fourteen now in the possession of the said Commissioner: stating also all orders of Court made incident to the said appointment

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and more especially the terms agreed upon under the said order as to the said Willie Vaughans working his negroes and Land / at Rocky Branch/ in copartnership with his said Children and whether the said orders were all duly complied with on the part of the said Willie Vaughans, and enforced on the part of the said Commissioner. That the Commissioner do further report the names of the Securities taken under the said letters of Guardianship for the due performance of the same and the orders incident thereto, specifying whether such Securities are living or dead-if living whether they are solvent to the best of his knowledge & belief, if dead, when they died and who are their representatives and whether their estates be solvent or insolvent if insolvent when their insolvencies became known, and whether at any period their Securityship in law or in fact terminated, when & whether by death or otherwise- And whether when taken such securities they were good & sufficient & to what amount they were deficient. That the said Commissioner do further report the order of Court under which Beck and her children Edward two slaves belonging to the estate of the said minors & bequeathed to them by the will of Richard Loyd Champion were sold to James Gardner adding the amount of monies received for the same by John Carter Esquire late Commissioner in Equity for the district aforesaid and the appropriation thereof - And that the said Commissioner do also specify under what order of Court such appropriation was made.- That the said Commissioner do also report the nature and amount of sales and Commissions charged on such sales by the said John Carter Esq late Commissioner and the Specialties transferred by to the said Commissioner together with an account of the proceeds and appropriations since his appointment to the said office- That the said Commissioner

JUNE TERM 1825

do also report any matter or thing coming officially within his knowledge relative to the estate of the said minors. That the said Commissioner do report the same to the Circuit Court of Equity to be holden at Camden for the district aforesaid on the Thursday after the second Monday after the fourth Monday in May next 1825. 29 March 1825. Henry W. Desaussure

Order extended to 1. st December 1825.

Henry W Desaussure
9 June 1825

John Craig
Vs
Thomas P. Evans &
Sarah Evans Admor &
Admix of Chas: Evans) Report

is due by the Estate of Charles Evans to the Complainant John Craig including interest to the first of January last the sum of two thousand Seven hundred and ten Dollars & 80 Cents of which two thousand and forty Dollars & 40 Cents is principal and will Continue to bear interest from the first of January 1825 untill paid I further recommend that each party pay his own Costs 9 June 1825

Thos P. Evans
Com.r

No exceptions Report Confirmed

Henry W Desaussure
9 June 1825

Commissioners of Poor
for Kershaw district
vs

Thos P. Evans & others) Report

of the bounty of the Commissioners of the Poor for a number of years, to wit, from 1812 to 1818, when a decree was obtained in his favor in the Court of Equity for this District under which a tract

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of Land was sold for \$1120. since that time he has subsisted on this fund under the direction of the Commissioner in Equity until his death on the first of March last That there is left of said fund in the hands of the said Commissioners in Cash \$176.66 in Bonds 273.

And interest on the said Bond since the first of March last - The Commissioner of the Poor have submitted me an account amounting to five hundred & Seventy three Dollars 33 Cts which I recommend to be paid so far as the above sum in the hands of the Commissioner will extend I further report and recommend that the Costs of the Bill in this case be paid out of the said fund all of which is respectfully submitted 9 June 1825

Thos P. Evans
Com.r

No exceptions Report Confirmed

Henry W Desaussure
9 June 1825

Reuben Patterson
v
Francis Leo Admix
of Francis S. Lee) Report

In this Case I have been attended by the parties & find that there is due by the defendant to the Complainant the sum of one hundred & twenty six Dollars and thirteen Cents on account of fees of office of M.C. Higgins late Sheriff of Kershaw District assigned to Complainant and received by Defendants intestate. I further report that it was impracticable to reach this fund in any other manner than in this Court & the defendant when legally authorised that the Costs of this Case be paid out of the said fund all of which is respectfully submitted 9 June 1825

Thos P. Evans
Com.r

No exceptions filed Confirmed
9 June 1825

Henry W Desaussure

JUNE 1825

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A McDonald &
Archd Smyth
vs
Jas. W. Cantey
William E. Johnson
& William Nixon) Report

In this case I beg leave to Report that I have been attended by the parties & find that the whole of the monies mentioned in Complainants Bill as having been received by M.C. Higgins late Sheriff have been applied

to the extinguishment of Judgments against James S. Smyth- I also find that Col. Nixon is not liable to the fulfillment of his Contract with James S. Smyth in relation to the private sale of the house & Lot on broad Street in Camden - Smyth in consequence of large existing liens not being able to make a good title thereto I therefore recommend that he be released from all liability for the difference between what the house & Lot sold for at Sheriffs sale and the amount to be given by private Contract - I further report that John Allen a creditor of James S. Smyth has been made a party to this Bill and has not appeared to answer, I recommend that satisfaction be entered on the Judgment in his favor against J. S. Smyth for \$320.47. I further report that the following Judgments except the one of William M. Cain ought to be paid out of the sales of the property of James S. Smyth (all the rest of the Judgments having a lien on the said property being previously satisfied) viz

William Nixon	(1670.92
E. & T. Cureton	122.24
Jos. H. Howell	9.37
Admx. W. Arledge	3.40
Sherwood Martin	2.57
Rio	7.40
John Cantey Admor Vs Cattel	136.61
Ciples & Boykin	252.00
	2100.21

JUNE 1825

Aunt Brot forward	
A B Blanshard	\$2110.21
Sen Dubose	1.20
John Carter	524.11
The State	143.20
Isaac Dubose	35.77
John Killingsworth	407.35
The Same	292.45
Thos P. Evans	168.47
W.B. Parker	148.85
Sheriffs Commissions	69.04
Wm H. Cain	30.13
	105.68
	\$ 4156.53

Sales of Smyth's property. \$4110.50.
I further Report and recommend that the Sheriff J.W. Gentry be re-
quired to pay out of the funds arising from the sales of James S.
Smyth's property the whole of the above stated judgments except
the one of William M. McKain last stated the proceeds not being
sufficient to reach the same I also recommend that the Costs of
the Bill in this Case be paid out of the said funds. All of which
is respectfully submitted 9 June 1825

Thos P. Evans
Comr
there being no e
ame be confirmed
W Desaussure
9 June 1825

On motion of M.r Carter and explanations and there being no excep-
tions to the report It is ordered that the same be

William Matheson.
v
James English } Report

In this case I have been attended by the parties and find that James English obtained a Judgment against for a large amount that among as obtained was \$31.97 due

William Matheson in Sumter District for a large amount. That among other items on which said Judgment was obtained was \$131.97½ due Latta & Kilgore which

JUNE 1825

sum was not properly due James English it having been paid by Matheson himself. I therefore recommend that this sum be credited on the Judgment of Jas English vs William Matheson. I further Report that William Matheson left with James English a negro man Henry for Hire that the negro remained with James English for one year and was sick part of the time. I therefore recommend that he be allowed a further credit on the said Judgment on account of the hire of the said negro Seventy Dollars. I further report that James English has in his possession belonging to the said William Matheson sundry Articles of furniture, a wagon & which was left by Matheson with English to pay a note of (\$25). I therefore recommend that the articles be sold at public sale by the Commissioner and the proceeds thereon and the surplus if any be placed to the Credit of Matheson on the Judgment aforesaid: I further recommend that the Costs in this case be paid out of the proceeds of the sale of the furniture & All of which is respectfully submitted 9 June 1825.

Thos P, Evans Com.r

REPORT - No exceptions Confirmed

Mary Cunningham
and others
vs
William Neills Admor
William Cunningham

Henry W Desuassure
10 June 1825
On motion J R Ballard It
is ordered that a Commission
do issue direct to

between the parties agreeable to their interests and make a return to next Court requiring them to divide the lands mentioned in the Bill

Henry W. DeSaussure

JUNE 1825

EX PARTE }
vs }
Henry Abbott Guard.n) }
of Simon Abbott)

Henry Abbott Guardian & of
Simon B. Abbott ward having
had a final settlement and
passed this discharge "to wit"
Camden February 24 1825.

"Received this day of Henry Abbott all the property for which he was appointed my guardian also full satisfaction in all matters relating to said guardianship and a full of all debts dues and demands whatever to this date given under my hand this day & date above named (signed) Simon E. Abbott." Therefore it is Ordered upon motion that the guardianship bond given by the said Henry Abbott be delivered up to be cancelled

Henry A Desautels
10 June 1825.

EXPENSE } Petition for additional allowance for Eliza
v } V. Vaughan
Sarah Vaughan }

In this Case I report that the funds in my hands in Bonds in which the minor Eliza V. Vaughan has an interest is sufficient for the increase of allowance for her maintenance and Education without decreasing the principal that the said Minor has now arrived to that age in which for the object of education it is essentially necessary that her yearly allowance should be increased I therefore recommend that she be entitled to her present allowance of one hundred & fifty Dollar per annum, the sum of fifty dollars be added. All of which is respectfully submitted.

10 June 1825

Thos P. Evans
Com.

REPORT MADE & CONFIRMED
10 June 1825

H 17 Desaussure

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EXPARTE
Chapman Levy
Guardian of
Mordcai Levy
Rosina Levy
Elizabeth Levy

On motion of Chapman Levy Guardian of the minors above stated: it is ordered that the Commissioner be and he is hereby authorised and required to review the accounts and returns of the said Chapman Levy as Guardian as aforesaid up to 31st Dec 1935. And that he do permit the said Guardians in said accounts as aforesaid to be examined and if necessary it is necessary for a proper understanding of the said accounts and that the said Chapman Levy be required to explain any errors which the Commissioner may find in any of the returns.

Ordered to be performed,
Henry W Desaussure
10 June 1825.

EXPARTE

Petition for allowance for a Minor W.A. Love

Sarah Love

In this Case I report that I have examined the returns of the Estate of William Love and find it to consist of outstanding demands to upwards of twelve hundred Dollars I further report that the Petitioner is the widow of the said William Love who died ~~only~~ a short time since leaving one child. I therefore recommend that the prayer of the petitioner be granted & that she be allowed annually for the support of the said child the sum of fifty Dollars out of the Estate of the said William Love all of which is Respectfully submitted Made & Confirmed 10 June 1825

Henry W. Cressure
Thos. S. Evans
Comr.

Thos P. Evans Comr
10 June 1825

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EXPARTE

Petition for
Guardianship
&c

Alfred Brevard

On motion of Carter It is ordered that Alfred Brevard who has been appointed guardian of James Dickinson be

vested with the same powers as the late Edward C. Brevard deceased was vested with as guardian in relation to the sale of the houses and Lots and other real estate of Henry H. Dickinson deceased by an order of this Court passed at February Term 1824. And it is further ordered that the said Alfred Brevard be authorized to carry into effect any sale of sales of the property of the late Henry H. Dickinson which the said Edward C. Brevard may have made and to carry into effect and make titles to the same

Henry W Desaussure
10 June 1825

Admor of D S Bailey
vs
Peter Smith & others } Report

In this Case I Report that Robert Cunningham has accounted to me fully for his administration of the Estate of Daniel S. Bailey and paid over the amount of money in his hands for distribution among the several Creditors of the said Daniel S. Bailey. I therefore recommend that he be discharged from his administration of the said Estate. All of which is respectfully submitted 9 June 1825

Thos P. Evans
Comr

Report made no exceptions Confirmed

Henry W Desaussure
10 June 1825.

JUNE 1825

South Carolina Camden district - The humble petition of John Doby sheweth that he is the Security of Royal Bullard as the guardian of Henry D. Alexander & James B. Alexander and your petitioner is desirous of being discharged from further liability as Security aforesaid. Your petitioner therefore prays that he may be discharged from being any longer the Security of the said Royal Bullard - And in case the said Royal shall not give to the Commissioner of the Court of Equity new Security on or before the fifteenth day of November next the titles of guardianship may be revoked

J.C. Doby for
Petitioner

H.R. Bullard being called to shew cause against this motion expressed his willingness that the order should pass It is therefore ordered that the motion be granted

Henry W Desaussure
11 June 1825.

Heirs of John Hudson

vs
Heirs of John Adamson

In this Case the Commissioner Reports that he has in his hands belonging to the heirs of John Hudson five hundred and Eighty four Dollars and interest thereon from the 8th Ap. 1 1823 All of which is respectfully submitted

Thos P. Evans
Comr
11 June 1825.

JUNE 1825

EXPARTE } Report on
John Boykin } Petition
of the Negroes to James S. Deas is a beneficial one both to the petitioner and his family. They think however that the negroes at this time worth 50 each more than was obtained by the Contract I therefore report & recommend that the sale of the Slaves to James S. Deas be confirmed and that the fund (allowing 350 each for twenty three slaves) arising therefrom be vested in Bonds and mortgages of real Estate for the benefit of the said Cestique trusts subject to the terms of the will of John Adamson. All of which is respectfully submitted

Thos P. Evans
Comr

Report made and Confirmed
10 June 1825.

Henry W Desaussure

Samuel Nelson

John Nelson

Upon motion of Miller It is ordered that the be dissolved upon defendants giving Security to abide the event of this suit in the sum of one thousand Dollars

Henry W Desaussure
10 June 1825

JUNE 1825

Ordered that the returns made by the Commissioner of the situation of Estates in his hands under orders of the Court be put on record for the information of those Concerned. And also that his Report of the returns of Guardians trustees executors &c who have estates in their hands be filed & recorded and that he do take measure to oblige those guardians trustees &c who have not made any returns or imperfect ones to make complete and effectual returns first giving notice to the defaulters to shew cause why their authority should not be suspended or taken away

Henry W Desaussure
10 June 1825.

EXPARTE

Lenora Ray

PETITION for Charles J. Shannon to be appointed her guardian

Be it so Henry W Desaussure
11 June 1825

EXPARTE

Peter Ray

PETITION for John J. Blair to be appointed his Guardian

Be it so Henry W Desaussure
11 June 1825

EXPARTE

Ann M. McCrady
Tho. M. McCrady

PETITION to be appointed Guardian
J. Harriet Maples

Be it so Henry W Desaussure
10 June 1825.

EXPARTE

Petition to have Ann M. McCrady & Thomas M. McCrady William L. Maples appointed his Guardians

Be it so Henry W Desaussure
10 June 1825.

JUNE 1825

EXPARTE

Chapman Levy
Guardian of
Mordcael Levy
Fosina Levy &
Elizabeth Levy

Chapman Levy having been ruled to shew Cause in this Case why he had not made his returns for the years 1823 and 1824 as guardian as stated above and having made his returns and shewn cause It is ordered that the said Rule be and is hereby discharged- The Commissioner stating that the motion is Correct It is ordered that motion be granted

Henry W Desaussure
10 June 1825.

James & John Chesnut

vs
George L. Champion & others

Upon motion It is ordered that the funds now in the hands of the Comr. and such as may come into his hands before a final Report be paid over to the Fire & Marine Insurance Company subject to the rights of the Contesting Claimants & subject to the further order of this Court

10 June 1825

Henry W Desaussure

J. Dunlap

vs
J. Dunlap et Al

Upon motion ordered that the Rule made at a former Court for the sale of Land be extended

10 June 1825

Henry W Desaussure

Jinicy Ballard
admix
vs
Sam. Caston

} Bill

Upon motion it is ordered that plaintiff Complainant give security for Costs on or before the first day of January next or the Bill be dismissed- and it is further Ordered that defendant have leave to examine

Abram Blanding in Chief by Commission

Henry W DeSaussure
10 June 1825.

Jinicy Ballard
vs
Sam. l Caston

} Bill

On motion of Levy & McMillie for Complainant ordered that they have leave to substitute the record in this case

Henry W DeSaussure
10 June 1825

EX PARTE

Alfred Brevard

Petition to be appointed Guardian of James Dickinson
Ordered that the petitioner be appointed Guardian of James Dickinson on the Usual terms

Henry W DeSaussure
10 June 1825.

F. Hopkins & others

} vs

William Nixon

On motion of Levy & McMillie Attornies for Defendant. Ordered that the Defendant have leave to examine D. Samuel Green by Commission in Chief; It is further

ordered by Consent of the parties that the answers of Robert Creighton and Harriet his wife and Joshua English all of whom live out of this State be secured upon their subscribing the same with a deposition made before the Clerk of any Superior Court in the State in which they may respectively reside whose Certificate shall be received as authentic

JUNE 1825

upon the seal of the Court being offered to the same. It is also ordered that the Complainant have leave to amend their Bill and that Stephen H. Boykin be appointed Surveyor to survey the lands in dispute: And that he make a plat thereof and return the same to the next Court

Henry W. DeSaussure

Fergus Russell & others

} vs

Elizabeth M. Russell
Administratrix

to the Estate of John Russell deceased & which is not in dispute be sold by the Commr in Equity after due public notice at some regular Sale day on a Credit till the first day of July next and that he take good personal Security for the purchase money from the purchaser

he agree to the above order

Jno. C. Carter Comp. Sol
Levy & McMillie for Def.s

It is Ordered that the sale of the above Land be sold according to the above agreement

Henry W DeSaussure
11 June 1825

EX PARTE

Thomas P. Evans

} PETITION

To the Honorable the Court of Equity of the State of South Carolina. The Petition of Tho.s P. Evans Com-missioner in Equity for the State district of Camden-sheweth

that he has in his hands

Bonds to a large amount belonging to the minor children of -ville Vaughan as will appear by his return at this Court. That the said Minors have not since your petitioner has been in office, had any Guardian. That your petitioner receive annually the interest due on the said Bonds and applied part to the maintenance of the said minors and invests the surplus in some productive funds for doing which he is not sufficiently compensated by the allowance of Com-missions under the act of the Legislature in which two per Cent only is the sum received without any thing for the risk and trouble of Investments and paying the Expenditures of said minors. Your petitioner therefore prays that this honorable Court will allow him the usual Commissions of Guardians & trustees which is 2 1/2 per Cent for receiving; And the same amount for paying out. And your petitioner do 9 June 1825

Thos P. Evans Comr

I believe the above statement to be correct & that the Claim for Extra Commissions is perfectly reasonable and Just Camden 11 June 1825

Geo. L. Champion

On considering the within petition and finding that the Commissioner is at the trouble of paying out as well as receiving; It is therefore ordered that he be allowed th Commission of 5 Per Cent on the whole amount as sought for by the petition.

Henry W DeSaussure
11 June 1825.

[Pages 292-294 Blank/

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EX PARTE

})

Petition

Esther S. Clarkson)

In this Case I have examined testimony and beg leave to report that the Petitioner be authorised to exchange with Mrs

Mary Boykin the negro man Bedford for the girl Lydia & her child Harriet and that the Petitioner settle the negroes Lydia & Harriet ~~with~~ on her children mentioned in her petition. All of which is Respectfully submitted Camden 7 June 1826.

Thos P. Evans
Comr

The Above Report of the Commissioner is Confirmed
W Thompson June 8 1826

John Williamson

})

Bill

& others Vs James Miller & others)

Upon motion it is ordered that this Case be referred to the Commissioner to Report on the propriety of the sale prayed for in the Bill.-

An order of reference having been obtained in the above Case the following facts were stated on oath before the Commissioners.- Christopher Thompson says that he is very well acquainted with the Houses and Lots in the above Case and thinks that the sum of Three thousand nine hundred dollars is a fair price for said property.- Francis Allen & Joseph Kershaw deposes to the same fact.- James C. Loby states that he was present when the sale was reduced to writing and that James Miller John L. Miller and John Loby Junr entered into a Bond to make titles to Hiram McAdams for the said premises of the Court of Equity Confirmed the sale. And the said Hiram

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McAdams, John Carter and Eugene J. Brevard entered into a Joint Several Bond to James Miller to pay him the sum of four thousand three hundred dollars for the said Lots and all the improvements thereon- in four equal annual installments, the said Bond bearing interest from its date. The above witness further states that

one of the said premises at the time of the said sale was the property of John Doby and was worth four hundred Dollars which was included in the sale to Hiram M. Adams and that the said sum of four hundred Dollars is to be allowed to the said John Doby leaving the sum of three thousand nine hundred Dollars which is the subject matter of the above suit. The Witness further states that Hiram M. Adams is to give a mortgage of the premises and that the said John Carter and Eugene J. Brevard are in his opinion, perfectly good for the above sum of money.

From the above statement of facts the Comm'r respectfully recommends to the Court a Confirmation of the said sale. All of which is respectfully submitted
8 June 1826

Thos P. Evans
Comm'r

The Commissioner having made a report recommending a Confirmation of sale. It is ordered that the Report be confirmed and that the sale be confirmed upon the terms set forth in the Report And that the Guardian James Miller do execute titles on part of the Minors & that the persons of age execute titles each according to their several interests

JUNE 1826

Elizabeth Hopkins) Upon motion of S.D. Miller it is ordered
et al v) ed that the Complainants have leave to
William Nixon) amend their bill and that an issue at
law be made up to try the fact whether
the defendant purchased at Sheriff's sale the several parcels of
Land the subject of this Bill designated by the Letters CD in the
general plat or only that piece designated in a general plat design-
ated - as entitled exhibit B in Complainants Bill Containing three
hundred and Sixteen Acres of "and designated by the letter C.

EX PARTE)
v) Petition On motion of Carter. It is
Reuben Arthur) ordered that the petition in
and Wife) the above Case be referred to
the Commissioner for him to
report thereon

In pursuance of the order of Reference in this Case the Commissioner begs leave to Report that he has examined several witnesses in relation to the propriety of the sale of the Lot mentioned by petitioners to James S. Evans and they all concur in opinion that four hundred dollars is a fair price for the said Lot. He therefore reports and recommends that the said Reuben Arthur and Mary his wife be authorized & empowered to execute titles to the said Lot No. in the place of the Town of Camden, to the said James S. Evans upon his paying to them the sum of four hundred Dollars. All of which is respectfully submitted
8 June 1827

Thos P. Evans
Comm'r

The above report of the Commissioner confirmed
J Thompson

JUNE 1826

John Trantham by)
his next friend)
v)
Nancy Trantham)
and that they do make a return to this Court at its next sitting.

EX PARTE)
v) Petition On motion of Bullard for petitioner
Sarah Smith) it is ordered that this Case be re-
port thereon) ferred to the Commissioner to Re-

Sarah Cherry & others) Bill On motion of R. Bullard for Com-
Jacob Cherry &) plainants It is ordered that
David Cherry) this Case be referred to the

Commissioner to Report upon the propriety of Confirming the Con-
tract in the Bill stated and the division of the negroes therein
mentioned

In this Case I have taken testimony and beg leave to report that the agreement entered into by the parties is a beneficial to the minors (Sappson, Jacob & Joseph Oneal I therefore recommend that the same be confirmed by the Court and that Sarah Cherry do assign and convey to the said Minors the negroes Matilda, Jack and Betty reserving to herself a life estate in the same, which she is entitled to under her deceased husband's will all of which is respectfully submitted
Camden 8 June 1826

Thos P. Evans
Commissioner

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To the Honorable the Court of Equity of the State of South Carolina
The Commissioner of this Court in obedience to the order of this Court & the act of the Legislature of this State begs leave to report that the following persons Guardians of Minors have made returns

Lewis Ciples Guardian of William Adamson	Thomas Abbott
James Brown "	Daniel Tillman
Middleton Tillman of	J.M. Coker
Howell Evans "	Jane Cunningham & others
Royal Bullard "	James Dunlap & others
Nancy Trantham of	John Trantham
Nancy Trantham of	Charlotte Dixon
James Perry "	Margt Reynolds & others
Joshua Reynolds of	Elizabeth McLean
Harry Nicholson of	Alexander Adamson
John Boykin of	James Pickson
Alfred Brevard of	Keter Ray
John J. Blair of	G.M. Pope & others
Ben Williams of	Sam Love
Sarah Love "	Araminta Dixon
John S. Perry "	

and the following persons have not accounted
Henry D. Green of his Children
Chapman Levy of Mordecai Levy & others
He further reports that Thomas McCrady & wife were appointed Guardians of Sapples & William Sapples at the last Court & they have not yet entered into Bond as required by the order of this Court all of which is respectfully submitted

Thos P. Evans
Commissioner

The Commissioner farther reports that John McClelland & Mary his wife Guardian of Eliza Champion have a special Allowance from this Court of Eight hundred dollars and they have not accounted in detail before

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The Commissioner for their expenditure of said fund
All of which is respectfully submitted 8 June 1826

Thos P. Evans
Comm'r

It is ordered that the Guardians who have failed to make their annual returns in conformity with the Act of the Legislature in such case made and provided be served with Rules to shew Cause at the next Court of Equity for Terahaw District why their Letters of Guardianship should not be revoked and also that the Commissioner do forth with institute actions at law against them upon their Bonds

It is further ordered that unless Thomas McCrady and wife shall enter into bond and Security for the faithful Discharge of their duty as Guardians of Sapples and William Sapples on or before the sitting of the next Court that their appointment as Guardian

be revoked It is further ordered that John McClelland and Mary his wife do shew cause at the next Court why they have not accounted before the Commissioner for the appropriation of the fund for the Maintenance support and education of Eliza Champion June Term 1826 W. Thompson

EX PARTE
J. Reynolds & }
S. Mathis } Petition

On Motion of R. Bullard ordered that this Case be referred to the Comr to Report upon the Matter in this Petition

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EX PARTE
Harvy Archer } Petition

On Motion of R. Bullard ordered that this Case be referred to the Comr to report upon the matter in Petition

EX PARTE
John J. Purgeson } Upon Motion it is ordered that the Commissioner do report upon the propriety of the prayer of the Petition

David Miller }
v }
John Ingram & others } Upon Motion it is ordered that this Case be referred to the Commissioner

James Perry }
v }
Reuben Patterson } On Motion it is ordered that this Case be referred to the Commissioner so that he make a Report on the accounts of the parties in this case he agree to this Order

Jno C. Carter
R. Bullard

Samuel Nelson }
vs }
John Nelson } Bill for Relief &c
The parties in this Case having adjusted their accounts and it being agreed between them that there is due by the Complainant to the Defendants one thousand eight hundred and Seventy Six Dollars - It is therefore ordered and Decreed that the Defendant do recover of the Complainant the said sum of one thousand eight hundred and seventy six dollars and interest thereon from the first day of January next (being in the Year 1827) It is further

JUNE 1826

ordered and Decreed that the land and negroes mentioned in Complainants Bill and admitted by defendants answer to have been purchased by defendant at Sheriff's sale as the property of Complainant be liable to defendant for the above stated Debt and Interest

It is further ordered and decreed that either Complainant or Defendant be at liberty to receive proposal for sale of the said property and report the same to the Commissioner who is thereupon ordered to report the same to Chancellor at Charles the offer so made and whether the same is or not in his opinion and advantageous offer But should no such sale be effected by the first day of January next It is thereupon ordered that the Commissioner of the Court do sell at Public Auction at Columbia on the first Monday in January next after previous notice thereof by advertisement in the newspapers of that place the said land and negroes or either of them that may be sufficient to satisfy the Debt due to the Complainant on a credit of twelve months. It is further ordered that the balance of the property if any to be settled on the wife and Children of the Complainant to their sole and separate use without prejudice to third persons each party paying his own Costs

Jane MacFenna and
David Aiken }
v }
E.M. Russell Admrx }

On Motion of Clark it is ordered that the above case be referred to the Commissioner to make out the accounts between the parties It is further ordered that the Commissioner do examine the witnesses

ther ordered that the Commissioner do

JUNE 1826

EX PARTE
Elizabeth Abbott }
Admrx of Henry Abbott } Petition

On motion of R. Bullard for Petitioner ordered that this case be referred to Petitioner stated.

Ben Perkins }
vs } Bill to Confirm sale

Charles Perkins }
& others } On motion of R Bullard Comr Solicitor ordered that this case be referred to the Commissioner to Report upon the matter in the Bill stated.

Ex Parte }
Elizabeth Abbott } Report on

Petition

In this Case I beg leave to report that the Estate of Henry Abbott is Considerably in debt and it is necessary in order to discharge the same that the Lands mentioned by the petitioner be sold - I further Report that it would be better to dispose of the same by private Contract. I therefore recommend that Mrs Elizabeth Abbott be authorized to sell the said Lands by private sale and that she Report such sales to this Court for its Confirmation. All of which is Respectfully submitted. Given 7 June 1826

Thos P. Evans
Comr.

On motion of R. Bullard for Petitioner
It is ordered that the Report of the Commissioner in this Case be Confirmed

JUNE 1826

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Benjamin Perkins }
vs } Bill
Charles Perkins & others }

In this Case I beg leave to Report that I have examined testimony and am of opinion that the sale of the ferry mentioned in Complainants Bill is a very advantageous one for the interest of the Minors concerned therein. I therefore recommend that the sale be confirmed and that titles be made to the purchasers Upon their giving bond and security to a guardian or trustee of the said minor Children for the payment of the purchase money.

All of which is Respectfully submitted
9 June 1826 Thos P. Evans
Comr.

Ex parte }
Sarah Smith } Report on Petition

In this case the Commissioner begs leave to Report that he has examined evidence as to the propriety of the purchase named in Petition and is of opinion that it will be for the benefit of the petitioner to grant the prayer of her petition. And therefore recommend that her trustee be authorized to make such purchase. All of which is Respectfully submitted 8 June 1826.

Thos P. Evans
Comr.

Ordered on motion of R. Bullard for Petitioner that the above Report be confirmed and that A. McDonald the Petitioners trustee be authorized to invest the funds in his hands in the purchase of the Lands mentioned in Petition And that he take the titles to himself in trust for Petitioners Separate use during her life and after her death to the use of her legal issue

JUNE 1826

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Ex Parte }
Joshua Reynolds } Report on Petition

& S. Mathis

In this Case I beg leave to Report that I have examined testimony & find that the Bank Shares mentioned in the petition have for several years yielded a very small interest. Some years no dividends have been paid.

I therefore recommend that the petitioner be authorised to dispose of the same by private sale and the proceeds thereof be invested in Bonds or Stock which is more profitable. All of which is Respectfully submitted
Camden 8 June 1826.

Thos. P. Evans
Com.

On Motion of R. Bullard for Petitioners ordered that Commissioners Report in this Case be Confirmed.

The Exors of Thomas Brown } In Equity Kershaw Dist June
vs } DECEMBER Term 1828 This bill is brought
The Exors of Genl Cantey } for the purpose of Compelling
the Defendants to acc't for
certain Mercantile transactions
between the testators of Compl'ts and Defendants as Copartners in
trade &c

The Defendants resist the claim on the ground principally of lapse of time and other circumstances which they insist do not entitle them to relief. In 1806 not by mutual consent but by the arbitrary power of Thos Brown who had the sole management of the Concern and refused the defendants testators to an access either to his store or to his Books and at that time without the Knowledge or consent of Genl Cantey and without having given Public notice thereof sold

the remaining stock in trade for a sum far below its real value. The Doctrine in relation to lapse of time has not yet been reduced to any definite period. It depends very much on circumstances as where one of the partners reside abroad and is unacquainted with the transactions of the Concern the Court will allow an extension of the time after he has obtained the necessary information to institute his action and there are various other reasons which will induce a court not to exact a rigid conformity to this rule none of these are however applicable to the present case. The parties lived in the same vicinity were not on friendly terms and if Brown had thought that Genl Cantey had been in his debt, he would have instituted his action but knowing that Genl Cantey had been in his debt, he would have insisted his action better than his representatives he waited till his death and know the Exors of Brown have brought their action. Aft the Exors of Cantey for an acc't who are presumed to know nothing more of the transactions than any other man in community. The evidence of Major Cantey who was Clerk in the Store clearly establishes several acts of Moral fraud against Brown as for instance the concealment of the purchase of the negroes in co-partnership with Boykin without the knowledge of Cantey and his request to Major Cantey not to divulge the same his refusal to permit Cantey to inspect the books his selling the Stock in trade privately without the Consent or Knowledge of Cantey all of which shew how feeble would be the Chance of Defendant if the books of the Concern were to be relied on should a reference be ordered

the court is therefore of opinion that the testator of Compl't having from some cause best known to himself neglected to institute his suit against Genl Cantey for a period of sixteen years when he Cantey resisted his Claim and were in open hostility raises such a presumption of the unfairness of it that he has no hesitation in pronouncing barred by lapse of time it is therefore ordered and decreed that the bill be dismissed with costs

W Thompson

John Craven a lunatic by) June Term 1821
his Committee }
vs } Decree
Harmon & Breaker }

The Inquest offered in evidence in this case found John Craven a Lunatic in June 1815. In Feb'y 1817 a bill was filed by Deft Harmon against said Craven praying that a mistake might be rectified in a release for a tract of land from Craven to Harmon made in 1808 so as to make the number of acres conveyed by it 240 instead of 1608 therein mentioned. C Levy was appointed Guardian ad litem for Craven, & put in an answer not sworn to admitting the mistake & a report was made upon the answer & other evidence produced before the Court, stating he believed such a mistake had been made, & the report was confirmed by the circuit Court. The present bill prays that the order of the circuit court be set aside for irregularity & imposition. Upon this prayer there can be no doubt the committee ought to have been made.

Craven vs Harmon & Breaker 308
the party & not the lunatic who is still more compos & his rights cannot be affected by such a lame proceeding, the latter bill also prays that Defts may be confined to the quantum of land called for in the release & that the one made under order of Court may be cancelled. The evidence of Knighton, of Jones, of Briggs & of Roberts goes to shew that there was no mistake & that 1608 acres was all the land brought by Harmon from Craven & that Harmon said he wanted no more & could pay for no more & stopped the survey or for the Deft Harmon there is no evidence but that of one witness & that cannot weigh against all the testimony for Compl'ts. It is also fully proved that the other Deft Breaker had notice before he purchased of the extent of Harmon's claim & of the right of Craven to the overplus, both Jones & Briggs gave him notice & to the first he made light of it & to the last he said he would keep back money enough from Harmon to indemnify himself, so that Breaker can receive no injury. Upon the whole therefore let the Decree be entered for the Complainants

Wm D. James

Geo H. Trantham }
Exor of J Trantham } June 1825
vs } Camden
Nancy Trantham }
Exor of John Trantham }

This was a case in which, I was very much disposed on reading the bill and answer to dismiss the bill for want of Equity. But at the earnest desire of the Compl't's Counsel, I was induced to hear the whole case. After hearing the evidence offered and an able argument, I remain of the same opinion I was at first. The parcel Contract was one of at least an equivocal nature and not such as to induce the Court to be active in enforcing it. Besides the terms were not very clear; Contradictory evidence having been given by the Compl't of what the terms were.

The evidence on the part of Deft was derived from persons evidently with a strong bias for the Compl't's it was contradicted by persons standing in a mere impartial situation - The Compl't, if he has any just claims under the contract derived an advantage by a long possession of some of the slaves in controversy, which in all

Trantham vs Trantham 310
probability compensated the complainant for the actual expences he had been at in pursuing the claims, which were in controversy.

I do not think it, necessary to detail the case & the evidence which was voluminous, having made up a decided opinion on the case, which I think a clear one, should an appeal be made, the whole evidence & argument shall be transmitted to the Court of Appeals.

It is ordered, & Decreed that the Bill be dismissed
Henry DeSaussure

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Henry Cantey }
Vs }
James S. Deas }
} Upon Motion it is ordered that a Writ of Partition do issue directed to Thomas Salmond Esq. and John C. McKa John Cantey and John Boykin to divide the Estate of Zachariah Cantey J.R between the Complainants and defendants and that the administrator do account for the Estate of each Cantey J.R and the Defendant having suggested a purchase of the Interest of Charles A Edwards in the Estate both of Zachariah Cantey the Elder and Zachariah Cantey the Younger It is referred to the Commissioner to report whether this purchase will be beneficial to the Estate and also to report upon accounts of the Exor James S. Deas with the Estate of Zachariah Cantey Senior
Henry W. Desaussure

James Ballard & Mary his Wife & William Kelsey }
Vs }
David A. Moore & Sarah his Wife }
} Bill for Discovery
} account
} ne Execat &
} Relief

It appearing Satisfaction of the Court that David A. Moore one of the Defendants above named is absent from and without the Limits of the State On motion it is -

314 ordered that the said David A Moore do within four Months from the publication hereof plead answer or Demur to the said bill or that in Case of his failing to do so that the said Bill be taken pro Confesso as to the said defendant It is further ordered that the above order be published in the Camden Journal for the term of Four Months
Henry W. Desaussure

James Ballard & Mary }
his Wife & William Kelsey }
Vs }
David A Moore & Sarah }
} Bill for
} Discovery
} Account
} ne Execat
} & relief

thereon to this Court

Henry W. Desaussure

On Motion Ordered also that the Commissioner do enquire whether Howell Evans Guardian of James Madison Coker has by his management of the Property of the said James Madison Coker deteriorated its value or wasted any part thereof and that he do report thereon at the next Court now and in what manner he has managed the said Estate of the said James Madison Coker

Henry W. Desaussure

315 David Miller }
Vs }
John Ingram & others }
} Upon the Hearing of the Bill in this Case & by Consent of the parties it is Ordered that the Several tracts of Land belonging to the Estate of George Miller be sold on a credit of Twelve Months by the Commissioner of this Court taking bond and mortgage to secure the purchase money and that the Debtors in account be Continued under reference and that George McKinney & wife be appointed Guardian ad litem to the Children of Eli Miller
Henry W. Desaussure

John Black }
Vs }
Anthony Elkins }
} Bill for
} Discovery
} & Relief

In this Case it is ordered that Complainant have leave to examine Micajah Elkins a witness by Commission De bene esse and also that the Complainant have leave to examine Robert Coleman and William E Johnson as witnesses by Commission De bene esse and Andrew Wallace by Commission in Chief and that

Defendant Anthony Elkins have leave to examine John Carter and James W. Cantey as witnesses by Commission de bene esse
Henry W. Desaussure

MS

Benjamin Bineham }
Exor }
Vs }
Mary Cunningham }
} Bill to foreclose
} Mortgage
Benjamin Bineham }
Vs }
Willoby Kirkland }
} Bill to foreclose
} Mortgage
On Motion of Carter it is ordered that the above Cases be referred to the Commissioner to Report the amount which is due on each of the above Cases
Henry W. Desaussure

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Benjamin Bineham }
Exor }
Vs }
Mary Cunningham }
} Bill to
} foreclose
} Mortgage
The Commissioner having made the following Report in the above Case
"TO WIT" In this Case the Commissioner begs leave to report that there is due by the Defendant to Complainant the sum of ninety six dollars and ninety five Cents that the Mortgaged premises mentioned in Complainants Bill is liable to the Satisfaction of the said amount-

On motion of Carter it is therefore ordered that the Report of Commissioner be Confirmed and that the Mortgaged premises be sold by the Commissioner on the first Monday in September after due Notice on a Credit of six months and that he do take bond and security for the purchase Money

and if the same is not due paid at the time the Bond becomes due that the Commissioner do sell the Mortgaged Premises for Cash at the risk of the Former purchaser

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Henry W. Desaussure

Peter M. cCaskill }
Vs }
Daniel M. cLeod }
} Upon the hearing of the bill and answer It is referred to the Commissioner to report the terms of the Contract for the sale and purchase of the land and what is yet due on the purchase Money & whether the Complainant can make good titles to the Land the subject of the Suit
Henry W. Desaussure

M. M. cD Tillman }
& Wife et al. Vs }
} Bill for
} Commissioner of pay over in Equity of this Court do pay over to the Several Heirs of Wm Dixon the Parties to the above Bill their respective dividends of the above Estate say one Sixth to each of the said Parties of the Moneys now in his hands or which may hereafter Come into his hands
Henry W. Desaussure

June 1827

R Ballard Assignee }
of Bullard & Burr }
Vs }
Beers & Bunnell }
} On Motion of M. cMillie & Hart Solicitor for Tupper & Kimball ordered that they be made parties to the proceedings at law being suspended until the further order of this Court and further that Royal Bullard who has been appointed receiver of the assigned Effects of Aaron Burr individually and also of the firm Bullard & Burr do give Security in the sum of Two thousand dollars for his Actions and doings/ as such receiver and that such security be given in thirty days after the rising of this Court and on his failing to do so that the effects be delivered up to the Commissioner at that time
Henry W. Desaussure

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Sarah Vaughan Adix }
of Willie Vaughan }
Vs }
Francis S. Lee Adm'r }
of Francis S. Lee }
} Bill

On Motion of R Bullard Ordered that the order made yesterday in this Case authorizing the Commissioner to receive the Funds due by Defendants in this Case and Trapps Estate be rescinded as to the sum reported be

- 319 due by the Estate of Lee to the Estate of Vaughan and that the said last sum be left subject to the Control of the Complainants in this Case and that the Commissioner Collect and invest the same fund found due by the Estate of Trapp

Henry W. Desaussure.

6 Feb'y 1809

Judge Desaussure Order for Removal & Transfer of Equity Papers to Columbia

Whereas in the Act for the better arrangement of the sitting of the Courts of Equity, for the establishment of Courts of Appeal for the same and for other purposes therein mentioned It is required that all papers appertaining, or relating to Causes in the Court of Equity which have heretofore arisen in those Districts by the said Act comprehended in Columbia District shall be transferred to the Office of the Commissioner of said District.

It is therefore Ordered that the Committed order of the Court at Camden do forthwith transfer all such papers to the Office of the Commissioner in Equity for Columbia District
Henry Wm Desaussure
Feb'y 6.th 1809

320 In the Court of Equity Camden District

J. Carter & others)
Vs) Decree for Complainant The Commissioner reports that in pursuance of the order and decree in the above Case, Gilbert Dinkins and Joseph Brown two

of the Complainants have paid into his hands the sum of One hundred and fifty six Dollars and three Cents the balance decree against them which amount is held subject to the Cost in this Case to be taxed against the Defendant.
Camden Decem.r 18.th 1811

B. Eneham Com.r

James Douglas et al)
vs) In this Case on a reference I have been
Jno Spights & Wife) attended by the parties and after investigating the Accounts Report;

That the Accounts marked N.o 1 & 2 shows the amount which the Defendants are Chargeable with for hire of Negroes; rent of Lands & property received by them of the Estate; and after allowing all just Credits for Debts paid their accounts against the Children; To Wit; James Nathl Rebecca & Elizabeth amounting to \$154.45 as to accounts marked A.B.C. & D the Defendants will be indebted to Complainants on this Account \$98.97

I do hereby further report that in Obedience to the Order of this Court I caused the negroes belonging to said Estate to be brought before me for the purpose of marking a division among the Heirs & representatives: That the Account marked E shows the names

- 321 names and Value of the negroes amounting to \$3,000, which were divided as follows. To James Douglas George & Anne at \$700.- To Nathaniel Douglas, Jack & Jet at \$900. To Rebecca Douglas, Rose & Child \$75. To Elizabeth Douglas Phillis & her three Children \$25. That in adjusting the Accounts between the Children, James Douglas is found indebted to Rebecca Douglas, Forty seven Dollars and twenty nine Cents Nathaniel Douglas in the sum of Two hundred and fourteen Dollars; and Elizabeth Douglas in the sum of thirty five Dollars; and that the said Rebecca Douglas pay to John Spights the sum of One hundred and one Dollars three Cents, which is due him on his one third part of the Value of the negroes after deducting the amount which he was found indebted on the Accounts before Stated.-

I further report that one of the negroes assigned to James Douglas is at present, and has been in the Woods for years as a runaway, and on account Consent of the parties, that is James for

be sold for the best price which can be obtained & should himself & the Guardian of the Children, this negro should bring less than the \$400 for which he has been Valued the Children are to bear an equal share of such deficiency.- All of which is respectfully submitted

Ben Hailo
Commissioner

In Equity
James Douglas
& Nathaniel Douglas
Elizabeth Douglas
& Rebecca Douglas
vs
Sassannah Spights &
John Spights

Bill to Account

In this Case I have been attended by the parties with their Solicitors agreeable to the order of

order of reference and after investigating the Various accounts between the parties to this Bill Report

That the accounts marked N.o 1 & N.o 2 shows the amount which the Defendants are Chargeable with for the hire of Negroes, rents, of Land and property received by them of the Estate of Jesse Douglas dec'd and after deducting from the Account all their just credits for Debts paid and other disbursements, and also for boarding Clothing & Schooling the Compt for accounts marked A.B.C.D. the defendants will be indebted to the Complainants the sum of eight hundred and ninety eight dollars and nine seven Cents

I FURTHER REPORT

That in Obedience to the Order of this Court I caused the Negroes belonging to the Estate of Jesse Douglas to be brought before me (excepting one negro man named George who was then in the woods as a runaway) for the purpose of making a division among the Heirs and representatives. That the Account marked E. shows the names and Valuation of the Negroes amounting to three thousand dollars which were divided as follows

TO THO.S Douglas	
Negroes George & Lence at	\$700
To Nathaniel Douglas	
Negroes Jet & Jack at	\$900
To Rebecca Douglas	
Negro Rose & Child at	575
To Elizabeth Douglas	
Negro Sylvia & her three Children at	225
	\$3,000

That in adjusting the Accounts between the Children, James Douglas is found indebted to Rebecca

Douglas Forty seven Dollars and Seventy nine Cents; Nathaniel Douglas in the sum of Two hundred and fourteen Dollars; and Elizabeth Douglas in the sum of thirty five Dollars; and that the said Rebecca Douglas do pay to the Defendants the sum of One hundred and one Dollars three Cents which is the balance due them for their third part of the above Negroes, after deducting the amount due by them to Complainants on the Account before mentioned.-

I further report that the negro man George assigned to James Douglas at four hundred Dollars and is represented to be runaway, by consent of the parties, this negro is to be sold by James Douglas, and should he not bring the said sum, any deficiency is to be made good to him by the other Complainants. July 1812.
Submitted Ben Hailo Com.r

EX PARTE
(
Tho.s Cusack & Priscilla)
his Wife Guardian of Perill) REPORT
U. Hollis & Eliza M Hollis)

In this Case I have enquired into the Objects referred and submit the following report that the sale of the negro fellow mentioned in the petition was advantageous to the Estate of the said Eliza and recommend that the same receive the sanction of this Honorable Court and that the Guardian be empowered

MS
to invest the proceeds of the sale sale

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324 in one or more other Negroes; On the second part of the Petition which prays that the said Eliza may be reimbursed by her Guardians for Certain Debts discharged by the labour and services of the said negro fellow out of the profits, arising out of the property of Der- rill U Hollis I report that the same ought to be allowed.

J. Carter Com.r Esq.r
23.d Feb.y 1816.

Rebecca Tilman
vs
Adm.r & Heirs of
Isaac Tilman Dec.d } Bill for a Partition

I have Examined the subject referred to me by the Order made in this Case and report that it appears that under the Will of Josiah Perry the Complainant has Certain interest which from their nature did not Vest in her second Husband. It must of Course be of great advantage that the Defendants should relinquish all their interest in the property to the Complainant in consideration that she will receive only one Sixth part of the Estate of the said Isaac Tilman

21.st February 1817 J Carter Esq.r

Experte
James Callahan
Adm.r M Ford dec.d } Report

I am of Opinion from the facts set forth in the petition that it would be expedient that the negro Woman Linda should be sold for the purpose of satisfying the debts of the Petitioners Intestate
20 June 1818

J Carter Com.r Esq.r

325 James Creighton et al

vs
Elsey McKee Exe.rx } Bill in Equity
of Samuel McKee } In this Case the Commissioner Reports that he has examined the Accounts involved there- in and find, that the Estate which the Complainants claim a distributive shares amount to \$206.
That this Estate was subject to the payment)
of Debts & was appropriated thereto to the am.t of) 153.36
52.64

Leaving a Balance of Fifty two Dollars & sixty four cents one third of which belongs to the Widow & remainder to be divided among the Complainants James Creighton & Ely his Wife, William Creighton and his Children and the Children of Agnes Shannon in three equal parts.
Camden 25.th Feb.y 1822.

Thos P. Evans Com.r Esq.r

Jas Burnside et al
vs
Pattern Knox et al } Report

I have heard the Testimony of the parties in the Above Case and am of Opinion that no damage has been done to the Land in the Bill mentioned by the Defendant Pattern Knox
26.th Feb.y 1822

Respectfully Submitted
Thos P Evans Com.r

Experte
W A Russell &
Eliz.th Russell } Com.r Report

In this Case I Beg leave to report that I have been attended by the parties and find that there are Mistakes in the ac- counts

326 rendered to the ordinary of Kershaw District by the Administrator and Administratrix de Bonis Non of John Russell deceased to the amount of \$648.46. I further report that the negro & Land alledged in the Bill to have been an advancement to William A. Russell was a purchase and for which he paid a Valuable Consideration.

I further report that the account of William A. Russell against his intestate ought to be sustained; It was pass before the Ordinary of this district;

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a Gentleman distinguished for his correctness and scrutiny in ac- counts, and he stated upon Examination that he was satisfied at the time the Account was passed either from the Book of W A Russell or from oral Testimony that it was Legal and Correct.

I further Report that the Agreement to pay overseers Wages to the Administrator is good against those of the Heirs of John Russell who signed it; But not against James and Fergus Rus- sell who were Not parties to it.

I further report that the receipt given by John Aiken John Russell, John Ballard Hiram Russell & John Aiken ought to be in full for their respective shares of the Estate of John Russell dec.d except so much as they are entitled to from the Mistakes which have been discovered:-

I further report that the Commissioner Charged by E.M. Russell are illegal her returns to the returns to the Ordinary not having been made according to Law, I further report the Nett amou

amount of the Estate to be	\$15,038.01	327
Widows Share---	5,012.67	
	<u>\$10,025.34</u>	
Each Legatees Share	\$ 1432.08	

And Interest thereon from the 2.d of July 1822

I further report that the amount due each of the Legatees who have given receipts on account of Errors in the returns of the Administratrix is \$61.76 and interest from the 2.d July 1822. All of which is respectfully Submitted

Thos P. Evans Com.r

Goodman & Weyman
vs
William Walling Jr. } Bill

In this Case I find that there is due by the Defendant to the Complainant two hundred and sixty nine Dollars and Six cents and that the mortgage premises mentioned in Complain- ants Bill are liable to the satisfaction of the said sum subject to a prior Mortgage given to D.r W.M Blanding- All of which is respectfully submitted. Camden June 9.th 1823

Thos P. Evans Com.r

Elizabeth Pope
G W Pope et al } Bill for Petition

In this Case I beg leave to report, that, the House & Lot in the Bill mentioned; is now yielding a very small nett rent and from the testimony examined in relation to the premises, I report and recommend that the House and Lot in Complainants Bill mentioned, be sold on some regular sale day on a

Credit of Twelve months except so much as will pay costs and if 328 the purchase money is not paid when due the premises be resold for Cash at the risk of the purchaser. All of which is respectfully submitted, 12 Feby 1824

Thos P. Evans Com.r

Fergus Russell et al
vs
E.M. Russell Adm.r } Report

In this Case I beg leave to report that I have been attended by the parties & find that

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In Equity Camden District June 18.th 1827

Sarah Vaughan Exor.x
of Willie Vaughan
vs
Frances Lee Adm.x of
Francis L Lee } REPORT

In this Case I beg leave to report that I have been attended by the parties and on examination of Accounts find there is due by the defendant to Willie Vaughan the sum of two hundred and seventy two dollars, and eighty five Cents including interest to 9.th June 1827

I also find there are several out standing demands in favor of the late firm of Vaughan & Lee in notes and Judgments, which I recommend be equally divided between the two Estates.

I also find that George L Champion trustee of Willie Vaughan assigned to Francis S Lee on the 8.th May 1822 a Bond on William Trapp for \$3000 for the purpose of paying sundry demands which said Lee had against the Estate of Willie Vaughan and the excess was to be refunded to the said Trustee that after paying all the Claims of Francis S Lees Estate there is left a Balance due on the said Bond including interest to 9.th June 1827 fourteen hundred and thirty two Dollars and eighty Six cents which I recommend be paid over to the Estate of Willie Vaughan of the benefit of the Creditors when received from Trapp's Estate

I also find that there is a tract of Land near Camden belonging to the late firm of Vaughan & Lee containing about acres which I recommend be either divided or sold for the purpose of making a division. I recommend that the cost for the Bill in this case be paid equally by the two estates

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All of which is respectfully submitted 18 June 1827

Thos P Evans Com.r

Sarah Vaughan Ex.x
of W Vaughan

vs

Frances Lee Adm.x

On Motion Ordered that the Commissioner do receive the sum reported due to Court by Trapp & Peay and by the Defendant & that he be required to invest such sums, and also all other Monies that have or may come in to his hands, on account of the estate of Willie Vaughan so as to make interest thereon June 1827

Henry W Desaussure

Expertee
Nat'l Jefferies &
Catharine his Wife

In this Case I have taken the testimony of several Witnesses in relation to the property of the sale of the several tracts of Land mentioned by the petitioners and they all concur in the Opinion that it would be very beneficial to the parties interested that the Land be sold and the proceeds in more productive property. I therefore recommend that the Commissioner be authorized to sell the said Land or any part thereof at private or public sale, on a sale credit of one or two, three and four years, taking bond & mortgage, of the Land sold and that he report such sale or sales to the Court of Equity, next succeeding the said sale for its Confirmation, and that the proceeds of the sale of the said be vested in negroes or other productive property and convey the same to a trustee for the benefit of Mrs Catherine P Jefferies during her life and at her death to the heirs of her body, and in case she dies without issue than for N Daniel Jefferies.

All of which is respectfully submitted
18.th June 1827

Thos P Evans Com.r

JUNE TERM 1827

18.th June

1827

James Perry

vs

Reuben Patterson

Report.

In this Case I beg leave to report that I have been attended by the parties, and find that the Defendant obtained a Judgment against the Complainant James Perry at April Term 1826 for two hundred and seventy two Dollars and fifty Cents, which Judgment, together with the interest & Costs up to this date amount to \$327.21.

The Defendant has also a Note on the Complainant which with the interest to this date is \$107.37 that these sums together amount to \$434.58 against which there is a discount of two hundred and fourteen Dollars and 67 Cents leaving a balance due by the Complainant to Defendant of two hundred and nineteen Dollars, and the Costs of the suit at Law.

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I therefore recommend that the Injunction in this Case be dissolved and that the Defendant do deliver up to Complainant the note for \$107.37 filed by him as a discount, in the suit in Equity and that the Defendant have to enforce his Execution for the Amount of balance, reported by the Commissioner to be due to defendant and the Complainant pay Costs of this Bill. All of which is respectfully submitted 18 June 1827

Thos P. Evans Com.r

Confirmed except as to Costs, each party to pay his own Costs
Henry W. Desaussure

JUNE TERM 1827

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In Equity Camden District 18.th day of June 1827

Fergus Russell et al

vs

Eliz.th M Russell adm.r
of W A Russell

REPORT

In this Case I beg leave to report that I have been attended by the parties and find as stated in Complainants Bill various Errors in the returns made to the Ordinary of Kershaw District by William A Russell Administrator of the estate of John Russell dec'd amounting in the whole to 649 46.

That receipts were given to defendant on the 1.st of July 1822 by John Aiken, John Ballard, John Russell and Hiram Russell in full for their respective shares of the estate of John Russell, they are therefore now entitled, only to a distributive of the errors, which have been since discovered in the returns of the Administrators to the Ordinary.

That the Negroes and tract of Land, alleged in Complainants Bill to have been an advancement to William A Russell, in the lifetime of his father John Russell was a bona fide purchase and for which he paid a Valuable Consideration and ought not to be repaid as an advancement

That the Account of William A Russell against the Estate of John Russell, dec'd ought to be sustained. It was passed before the Ordinary of the District, An Officer distinguished for his Correctness and Scrutiny in Accounts; And he stated upon his examination that he was satisfied at the time the Account was passed before him either from the Books of Wm A Russell or from

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oral testimony produced to him that it was legal & correct

That the Charge for overseers Wages is good against James Russell, John Aiken, John Ballard, Hiram Russell & John Russell who entered in to a written agreement whereby they promised to pay W A Russell, the administrator overseers wages, but that the said Charge is not good against Fergus Russell and James Russell who were not parties to the said Agreement.

I further report that William A Russell departed this life in the day of May 1822 and that Elizabeth M Russell Administored on his Estate and on the Estate of John Russell, That the Commissions on John Russell's Estate amounting to 340.45 Charged by Elizabeth M Russell Administratrix are illegal and ought not to be allowed her returns not having been made to the Ordinary as required by Law

I further report that the Negro woman which John Ballard on of the Complainants now has was included in the estimate of his portion of John Russell's Estate of the settlement with in July 1822 and that Contract ought now be received.

I further report that the annexed Statement Exhibits the amount the respective Legatees of John Russell, dec'd are entitled to receive. All of which is Respectfully submitted 18.th June 1827

Thos P. Evans Com.r

MS	Jane McKenna.	Her Portion of Estate	\$5013.00	152
	Entitled to errors			
	Payment to W Aiken & 9670			
	Int fr 1.1st July 1822 to 1 July 1827			
	Commission of E M Russell			
	Int 3 Years			
	Land recently sold			
			\$216.48	
			75.70	
			103.48	
			23.82	
			80.66	480.14

Carried Over

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JUNE TERM 1827				
James Russell	1.1st July 1822			
Errors in Acct				\$1432.28
Int fr 1 July 1822 to 1 July 27				61.85
Overseers wages				21.64
8 Years interest				21.42
Commissions				11.92
3 Years interest				32.42
Land recently sold				6.80
			14.47	170.52
Fergus Russell				
Errors & as above Stated				\$1432.28
for James Russell				
				170.52
JOHN BALLARD				
Errors in Accts				Re.d his part July 1822
Int				\$61.85
Commissions				21.64
Int				32.42
Land recently sold				6.80
			14.47	\$137.18
Hiram Russell				
Entitled to the same as Jno Ballard				Re.d his Part July 1822
				\$137.18
Jno Aiken				
Entitled to the same as above				Re.d his portion July 1822
				\$137.18
Jno Russell				
Entitled to the same as above				Re.d his Portion in July 1822
				\$137.18
Jno Russell				
Entitled to the same as above				Re.d his Petition in July 1822
				137.18

June 18,th 1827

Sarah Cherry & others
vs
David Cherry & Jacob Cherry

Bill

In this Case I have taken testimony, and beg leave to report the agreement entered into by the parties is a beneficial

JUNE TERM 1827

one to the Minors Shampoon, Jacob & Joseph Oneal I therefore recommend what the same be confirmed by the the Court and that Sarah Cherry do assign and Convey, to the said Minors the Negroes Matilda Jack and Betsey reserving to herself a life estate in the same, which she is entitled to under her deceased husbands Will. All of which is respectfully Submitted. Camden 18 June 1827
Thos P Evans Com.r

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I also further report that David Cherry Exor of Jacob Cherry Senr has Accounted, and there appears a balance due the Estate by him of Seventy Dollars & forty Cents, all of which is respectfully submitted

Thos P Evans Com.r

EX PARTE

Elizabeth Abbott
Administratrix of
Henry Abbott

REPORT

In this Case I beg leave to report that this Court in June last on the Petition of Elizabeth Abbott, Administratrix of Henry Abbott for the Sale of Certain real Estate, belonging to Estate of her intestate. Ordered & decreed that the said Elizabeth Abbott be authorized to sell at private Sale, the real Estate the Subject of this report and that she give notice of such sale to this Court for its Confirmation. In pursuance of which Order and Decree the said Elizabeth Abbott has since sold a House and Lot in the Town of Camden on Broad Street (N.o 721) to Christopher Matheson for three thousand Dollars-

JUNE TERM 1827

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I further report that I have taken in writing on oath, the Testimony of several, Competent & intelligent, Witnesses and they Concur in Opinion that the price obtained is a very fair one, and the sale very beneficial to the parties interested and the Security Offered for the purchase money Good.

I further report and recommend that the said Elizabeth Abbott be authorized and empowered to execute titles to Christopher Matheson to the said Lot, (N.o 721). All of which is respectfully submitted. 18 June 1827

Thos P Evans Com.r

Ordered on motion that this report be confirmed

Henry W.M Desaussure

Experte

J.T.C Vaughan
C R H Vaughan

In Equity Camden District
June Term 1827

REPORT

& Eliza V Vaughan)
Minors

In Obedience to the Order made by Judge Desaussure in this Case at Chambers 29,th March 1825. I beg leave to report that no account were ever rendered by Elie Vaughan as Guardian of the Minors above named; that he was regularly revoked by the Commissioner as a defaulter, and time allowed him by the Court to make out his Accounts; His letters of Guardianship were reported at June term 1822

That by a stipulation made under the sanction of this Court Elie Vaughan was to have one half of the proceeds of the Crops made on

JUNE TERM 1827

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the Plantation of the Minors on Rocky Branch

I further report that Isaac Dubose; and Serree Dubose were the Securities to the Guardianship Bond of W Vaughan, Isaac Dubose was a very solvent man and sufficient security and some of his property is still within the reach of the Court, if the Bond has been Violated; Isaac Dubose died in the Year 1816. Serree Dubose I believe was entirely insolvent at the date of the Bond he died in the year 1815 or 16- the deficiency of W Vaughan as Guardian cannot be ascertained, with any degree of Certainty in Consequence of his having made no return that an instrument of writing intended as a return, signed by W Vaughan, but which was not rendered to the Comied onor, Exhibit the proceeds of the Crops for 1814 & 1815 and leave a balance in favor of his Children of 16 54,49

I further report that the Security ship at law to the administration Bond terminated at the revocation of the Letters of Guardianship.

I further report that the sale of Beck & her child Edward, was made by Elie V ughan to James Gardner, without any authority from the Court, the price obtained for them \$800, and was paid in overseers wages except a small sum, which was paid to Elie Vaughan in cash; the sale has not been Confirmed by the Court.

The Commissioner charged by John Carter Commissioner I believe were correct, and the have been paid him by order of this Court

The Specialties transferred to me by John Carter have been already stated to the Court as will appear by reference to my returns as Guardians of Minor Children of W. Vaughan. All of which is respectfully submitted. 18 June 1827

Thos. P Evans Com.ars

JUNE TERM 1827

In Equity Camden District 18 June 1827

Henry Canthey

James S. Deas et al

Bill for Partition

In Obedience to the Order of reference in this Case, directing an enquiry wither the purchase made by the Administrator James S. Deas of the interest of Charles A Edwards in the Estate of Zachariah Canthey Jr & Zachariah Canthey Sen. would be beneficial to the Heirs of the said Zachariah Canthey Jr and Zachariah Sen.; Viz. Henry Canthey and Sally Canthey I have heard the Testimony of Several persons well acquainted with the Affairs of the said Estate; and report that I am of Opinion it would be an advantageous purchase for the said parties and recommend a Confirmation of the same All of which is respectfully submitted 18 June 1827

Thos. P Evans Com.ars

Henry Canthey

James S Deas & others

Bill for Partition

It is orded the above report be confirmed
Henry W. Desaussure

In Equity Camden District

Expatee
Claborne Vaughan
& Virginia Vaughan

It is Ordered that the Commissioner be appointed Guardian ad Litem to the above named wards of this Court with power to institute suit against all persons who may be

JUNE TERM 1827

Indebted to the said Minors, and to employ counsel for the purpose of filing a Bill if necessary to compel John Carter Esq. late Commissioner in Equity to account for his Misfeasance of Office in not compelling the production of Accounts, the payment of Monies on the part of their deceased Guardian Willie Vaughan and Knowingly permitting the sale and removal of property under his report as Commissioner and acts of next June in his Official Conduct by which the above named Minors have sustained great Loss

Henry W Desaussure

Eliza Adams by
her Friend

George Adams

I have had this Case under Consideration and beg leave to report that an imperfect agreement for the settlement of Certain property belonging to the Complainant and defendant in Anticipation of their marriage that there was no trustee named in the case and in other respects the agreement seems imperfect that the Defendants consent to these imperfect articles being perfected therefore recommend that George Adams be compelled to execute a deed of settlement of the property intended in the said Agreement to have been secured to his life Eliza Adams, in pursuance of the terms of the said agreement to herself and the heirs of her body without prejudice to present Creditors. All of which is respectfully submitted

Thos. P. Evans
Com.ars

JUNE TERM 1827

Camden 19 June

1827

Robert Cunningham
Adm. of Dan. S Bailey

vs

Peter Smith et al

Creditors of D. S. Bailey

In this Case I beg leave to report that all the preferred debts against the Estate of Daniel S Bailey have been paid. That the simple contracts demands established before me amount to \$7118.97 That the fund for paying the same amounts to \$3270.40. That \$1541.81 of the said fund was paid to persons representing sundry North Carolina Creditors on the 25 day of June 1822. (This sum is very nearly, or entirely as much as the creditors from that State are entitled to receive. They have been ordered by this Court to refund that sum which had been previously over paid to them by mistake, but have not done so. I therefore recommend that this sum be regarded as paid towards there distributive shares of the assets of the said Estate, I further report that Joseph Kirkland was ordered to refund for monies overpaid him by the Administrator on a simple Contract demand which was not entitled to preference the sum of \$58.22 and William Cuthen Jr was ordered to refund on a like Account the sum of \$387. which they have not as yet done: I therefore recommend that the Commissioner be authorized to issue Executions against them for the respective sums reported to be due by them. I further Report the assets in my hands will pay 45 Cents in

JUNE TERM 1827

each Dollar due the Creditors. All of which is respectfully submitted.

Thos. P Evans Com.ars

Camden June 19.th 1827

Sam. l Hammond

vs

Sam. l Caston

Bill

In this Case I beg leave to report that the Note given by Samuel Caston to Minn Twitty and which was assigned to Sam. l Hammond for the Benefit of Elizabeth Twitty and her Children Minn Twitty Jr Lewis Henley Twitty and Rebecca Twitty amounts to Five hundred and twenty eight Dollars & seventy five Cents including interest to 1st July 1827 I recommend, that Samuel Caston pay the said sum of Five hundred and twenty eight Dollars & Seventy five Cents and the interest which shall accrue on \$4.50 from the first day of July next to Samuel Hammond the Trustee of Elizabeth Twitty and her Children; and that have leave to issue his Execution from this Court to enforce the payment of the same and that the Costs of the Bill in this Case be paid out of the fund above stated All of which is respectfully Submitted

Thos. P Evans Com.ars

Peter M. Caskill

vs

Angus M. Leod

Report

In this Case I Beg leave to report that Complainant in 1815 Contracted to sell defendant 300 Acres of Land, or less lying Contiguous to Defendant Settlement for \$150 fifty Dollars of which was paid at the time of the Contract & a Credit of \$6000 when the first payment was made on the Land pointed out

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by the Complainant as a part of the Land included in the Contract was a field and an Orchard a part of which has been taken off by an older grant; This is proved to be the most valuable part \$90.75 of the principal has been paid; The parties have agreed that the quantity to be conveyed shall be 333 acres.

Interest now is the only Cause of Contention between the parties; the balance now due of the principal is \$59.25. I think it would be a hard case for the Defendant to pay the full amount of the principal & interest when the best of the Land sold him has been taken from him.

I therefore recommend that Defendant pay Complainant \$75. and that execution do forthwith issue for that Sum, and that Complainant do execute titles to defendant for 333 acres of Land according to the boundaries in a plat of Land made by Allen McCaskill Deputy Surveyor & Mark K and that the Cost of this Bill be equally divided between the parties. All of which is respectfully submitted

Thos P Evans Com.r

I have amended my report in this Case, In Obedience to the decree of this Court, and find that the interest or Complainants demand amount to \$60.58, and this difference in the Value of the Land actually sold defendant & that which he afterwards received to be \$60.75 I therefore recommend that Complainant receive the amount tendered by Defendant and that each party pay his own Cost. All of which is respectfully Submitted

Thos P Evans Com.r

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In Equity June Term 1828 Kershaw District
Peter M. McCaskill } Exceptions to report

Amicus W. B. Deas } The 1st & 2d Exceptions, In relation to the

In. t are sustained. The 3d Exception as to the Cost it is overruled The Defendant has paid, and tendered to Complainant the Am.t of the purchase Money, as understood the Contract, and the Suit was therefore unnecessary besides it appears that Compt. showed deft land including an apple Orchard which did not belong to him and which was of a better quality than the Land Conveyed. The Commissioner must therefore amend his report by allowing the interest, and also Charge Compt. with the deficiency in quality and the Value of the orchard

W Thompson

Henry T. Cantoy
vs
James S Deas Esqr
of Zach Cantey Jun.r

Bill for Partition

At the Court of Equity held for Camden District in June 1827, I was ordered the Executor of the Estate of Genl. Zachariah Cantey and Administrator of the Estate of Zachariah Cantey Jun.r dec'd do account before the Commissioner for his receipts and expenditures of those Estates from the Commencement of his Administration. In pursuance of which Order I beg leave to report, that I have examined the accounts of the said James S. Deas with both Estates & find

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them Correct as Exhibited in the Account herewith presented; and recommend the same incorporated in the Minutes of the Court.

I, further report that heretofore separate account of the two estates have been kept; That the necessity for so doing no longer exist as the as there are now only two legatees who have an equal interest in both; I therefore recommend that one Account only in future be rendered by the Executor and Administrator of those Estates All of which is respectfully submitted

Thos P. Evans Com.r

A Adamson et al
by Guardian

In Equity Kershaw District

Thos S Salmond Adm.r

June Term 1828

The Bill in this Case having been taken pro Confesso all of the Allegations Cont'd in it are admitted. It is expressly alleged that the Bank had Knowledge that John Adamson had only a life Estate in the dividends arising from the Bank Shares, Consequently he could transfer no greater right than he

had himself

It is therefore Ordered and decreed that the President and Directors of the Bank shares together together with the Dividends arising therefrom since the death of the said John Adamson

W Thompson

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John Boykin et al
Guardian &c

In Equity Kershaw District

Thos Salmond et al

July Term. 1828.

John Adamson the Elder by his last Will and Testament bequeathed to his grand son John Adamson, fifty shares in the Bank of South Carolina, with a limitation over to his two brothers Alex. r and Adamson on the event of his dying without issue. John Adamson the younger, sold the shares to the Bank and died without issue & intestates Thos Salmond, who is the president of the Bank administered on his Estate. This Bill is brought to Compell the Bank to restore to the Comp. its that aforesaid fifty Bank Shares, and account for the dividends, which have accrued since the death of the Younger John Adamson, or to recover the Value thereof out of his Estate. The Officers of the Bank were trustees to preserve the contingent interest of Comp. its and having purchased the shares, they Violated their trust. Upon the death of the Younger John Adamson, the interest which had in the Stock, vested absolutely in the Comp. its and the Bank is primarily bound to place them in precisely the same situation which they would have been in had the negotiation not taken place. It is worthy of remark, that the President, who is a man of uncommon intelligence with a sensible, and intelligent Directory should have acted so incautiously, as to purchase a contingent for an absolute interest more particularly as the situation of the Younger John Adamson

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rendered it more than doubtful whether, contingency upon which he held the shares would ever happen.

The Court however in order to attain the substantial Justice of the Case and to prevent Circuity of action will subrogate the Bank in the place of the Comp. its and allow it to proceed to recover the amount out of the Estate of the Younger John Adamson, providing it can be done without affecting his other Creditors.

It is therefore Ordered and decreed that the Bank restore to the Complainants the said fifty Bank shares and account for the dividends since the death of John Adamson the Younger.

It is further ordered and decreed that the Adm. r of John Adamson the Younger do pay to the Bank the amount thereof to be made out of his Estate real or Personal, for which purpose he is hereby authorized to sell the same. It is further ordered that the Costs be paid out of the Estate of John Adamson the Younger if it be sufficient, otherwise to be paid by the Bank

W Thompson

James Chesnut &
John Chesnut

vs
Geo L Champion &
others Trustees of
Willie Vaughan

In this Case I beg leave to report that on the 12th day of April 1819, Willie Vaughan made his deed of Trust, by which he assigned, to George L Champion, Benj. n Bineham

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and William Blanding Trustees; for that purpose, the whole of his Estate Real and Personal for the benefit of his family, and to pay his debts, authorising the said Trustees, or a majority of them, to sell and dispose of the whole, or any part of the said Estate for the purposes aforesaid.

George L. Champion, above accepted the trust and continued to manage the Estate for several years and made sales of considerable personal Estate and applied part of the proceeds, to the payment of

debts due by Willie Vaughan before the said assignment and part for debts Contracted by himself as trustee. He sold several Negroes to John Chesnut for which he took the Joint Bond of John & James Chesnut for three thousand Dollars- several Negroes to William Trapp, and took the Joint Bonds of William Trapp, and Austin P Peay for \$2300. These Bonds were on the 2.d of June 1821 sold to the fire & Marine Insurance Company of Charleston, at a large Discount, Chesnuts at 15 p.r Cent and Trapps and Peays at 10 p.r Cent and one per cent for Brokerage, Chesnuts Bond have been enjoined by this Court, and have been paid- Trapp and Patterson Bonds were not specially enjoined. In Consequence in Consequence of these transaction between the Trustee and the said fire & marine Insurance Company I have reported these Creditors of the said Estate after the assignment to the amount actually by them for the said Bonds; This Court has already decreed that George L. Champion acted in the sale of the Negroes without

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Sufficient Authority-

The amount of the demand against the Estate which have been rendered to the Commissioner and were Contracted- previous to Deed of Trust

\$6038.50

Am.t of demand including the sum due to the fire insurance Company on acct of their purchase of Chesnut Bonded Peays & Trapps Bonds and interest to 23.d June 1827 and debts Contracted by the Trustee otherwise

\$8712.78

That Wile Vaughan was appointed Guardian of his Children in the year 1813 and entered into the usual Bond as Guardian, and acted as such from that time the 1820 when his Letters of Guardianship were revoked- during the whole of his Guardianship he made no return He planted in Common with his Children, a plantation near Camden, Called Rocky Branch & was entitled, under the Authority of this Court to one half of the Nett proceeds of the Crops. His Children his Children on this Account must have Large demands against his Estate, as good Crops were generally made, and produce high; but in Consequence of his having made no returns I am unable to fix upon any amount- Willie Vaughan also sold in the year 1819 & 20 a negro woman Beck and her child the property of his Children, to James Gardner for \$400 the sale was made without authority from this Court, and has never received its sanction or

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Confirmation I recommend that his Estate be chargeable with this Amount, together with the interest from the time of sale.

I further Report that the Amount of available funds belonging to the Estate of Willie Vaughan including the Bonds and interest of James & John Chesnut and Trapp and Peay amount to \$12047.34 I recommend that the debts reported to be due before the Assignment and stated in the schedule attached to this report, and the amount which may be found to be due to the Children of Willie Vaughan be first paid, and the Creditors of the trustee after the assignment be next paid in an equal degree.

I further report and recommend that the Bond of John & James Chesnut which has been paid by the order of this Court be delivered up to them.

I further Recommend that the whole of the real estate of Willie Vaughan mentioned in his Assignment and which have not been disposed of by the trustee be sold by the Commissioner either at private or Public sale on a credit till the first day of May next and that the said Sales be reported to this Court at its next sitting for confirmation. All of which is respectfully submitted

Thos. P. Evans Com.r

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Chapman Levy

vs

M H DeLeon & others

MS

In this Case I beg leave to report that Complainants demand for Principal is three thousand seven hundred and eighty seven Dollars, which becomes due on the first day of January 1831. That there is now due to Complainant for interest Eight hundred and fifty five dollars, and the mortgage premises mentioned in Complainant Bill are liable for the Satisfaction of both the principal and interest and I further report that Jacob Barrett has a mortgage of Complainant, which complainant alleges in his Bill has been transferred to Isaac Barrett and prays that they may set forth what is now due, and who is the real owner of said Mortgage, that, both Jacob Barrett and Isaac Barrett are Complainants Bill, and an order has been made against them pro Confesso.

I therefore recommend that the premises, mortgaged be Sold on the first sale day in September or October next on a Credit of one, two, three, & four years; with interest on the whole amount of principal, from the day of sale, the interest to be paid annually, the property to be annually insured by the Complainants in some insurance office in the State in good Credit; the Insurance to be at the expense of the purchaser, The purchaser to give Bond & mortgage of the premises & good personal security. And if the purchase money is not paid when due the premises to be resold for cash at the risk of the first purchaser all of which is respectfully submitted 7.th July 1829

Thos. P. Evans Com.r

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Camden July 7.th 1828

John Hixon et al

vs

Wm Hixon et al

In this Case I beg leave to report that I have examined testimony in relation to the fact stated in Complainants Bill & find that there are nine distributees of the Estate of John & Abigail Hixon which consist of Five hundred Acres of Land and Ten Negroes and that the same cannot be divided among the parties interested without manifest injury to some of them.

I therefore recommend that the same be sold at the Plantation in the Months of November next on a credit of Twelve Months, The purchasers to give Bond and personal Security for the purchase Money, (Titles to be executed but not delivered until the purchase money is paid) and if the same be not paid when due then that the property be resold for Cash at the risk of the first purchaser and his Security.

I further recommend that so much of the Estate as the Distributee Abigail Peach the Wife of George Peach is entitled to be settled on her during her life, to her sole and separate use with the right of survivorship to her husband, during his life, and with remainders over to the issue of the marriage, and on failure of such issue of at the Death of the Wife to her right of heirs. And that a similar settlement be made on Catharine Evans the Wife of James Evans.

I further report that in Consequence of my

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having no interview with the last mentioned distributees, to Consult as to whom as they would select as Trustees, I am unable to report on that subject. All of which is respectfully submitted 7 July 1829

Confirmed

Thos. P. Evans Com.r

Wm Harper-

John Black

vs

Anthony Elkins et al

In Chancery

Kershaw July 1829.

The Complainant John Black had two payments against Johnson Elkins the father of the Defendant Anthony Elkins one of which had been recovered by Andrew Wallace and assigned to Black Executions were issued on these and levied on a tract of land now in question which was offered for sale, and bid off by complainant. The Bill and answer; State sundry negotiations for a transfer of the right, thus acquired in the Land by Complainant to Defendant which it is unnecessary to notice as the parties rights must depend on the Contract after mentioned. It is sufficient to say the terms of sale were not Complied with; and the Land was again exposed for sale under an older Judgment, and bid off by John Carter at the price of \$235, Carter understood to have Complied with the terms of sale; but no sheriff's titles was made to him. An Agreement (Defendants Exhibits A)

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was executed by the Complainant Black, bearing date the 6.th of July 1824 to this effect "John Carter having purchased, at November Sheriffs Sales in 1823, a tract of Land belonging to Johnson Elkins, for Two hundred and eighty five dollars, and having agreed to relinquish said purchase to me, provided I would allow the said Johnson or his son Anthony, at any time within three years from the date hereof to redeem the said land by reimbursing me the said sum of Two hundred and Eighty five dollars with interest from the said first day of November aforesaid; I do hereby bind myself to the said John Johnson or his legal representatives to relinquish all Claim title and interest to the said Land whenever the said Johnson or Anthony or either of their heirs or Executors shall refund to me the said sum above mentioned with interest ("Signed") John Black" and sealed. The following memorandum or receipt (Complainants Exhibits A) was signed by John Carter, dated 7.th July 1824 "Received of John Black two hundred Dollars in money and his note for ninety eight dollars and twenty eight Cents, in Consideration of relinquishing to Anthony Elkins the tract of Land lately purchased by me as the property of Johnson Elkins for Two hundred and eighty five dollars; which Land is at the time, titles are executed to said Elkins to be mortgaged to said Black, as a security for his Demands on the Elkins." ("Signed") John Carter"

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The Bill is filed by John Black; against Carter Anthony Elkins and the former and present Shiffs of Kershaw District, to Obtain the benefit of the Contract supposed to be Contained in the last, instrument, Or as the time within which Elkins was to redeem is long elapsed, the Bill prays that the Land may be sold to reimburse Complainant the money paid to Carter and to satisfy his two Judgments, against Johnson Elkins the Defendant, Anthony Elkins who is in possession of the Land, resists the relief prayed for on the Ground, that by the Contract of the 6.th of July (Defendants Exhibit A) Complainant was bound to relinquish to him all his interest in the Land on being reimbursed, the amount of the money paid to Carter; That Contract saying nothing of the Land being held as a security to Complainant for his Judgment against Johnson Elkins; which Amount Defendant has tendered to Complainant. It is stated in the Answer; (And there seems to be no doubt of the facts) That Johnson Elkins is entirely insolvent since the sale of his Land, and unable to satisfy the Judgment against him, the Bill is taken pro Confesso against Carter and the Sheriffs. Testimony was offered to show that there was a mistake in the instrument of the 6.th of July and question were raised as to its validity and effect. I do not think it necessary to discuss these questions. No one can doubt that the instrument does not contain the whole understanding of the parties; but whether the evidence is sufficient to show a mistake according to the rules which govern this Court may be more Questionable. I am of Opinion that the instruments of the

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6.th & 7.th of July 1824 form one Contract, and must be construed together, and these taken, there can be no difficulty in setting the terms of the Contract. They purport to have been executed on Consecutive days but they relate to one transaction. If both had been prepared and executed at the same time each party signing the stipulation that were to be performed on his part, I suppose there could be no doubt that they would form one Contract & be construed together. I do not perceive that the difference of date can be material, when they form part of one transactions.

Indeed it is manifest that one of these instruments is incomplete without the other and never could have operated as a contract at all unless the other had been executed independently of the Objection that the first instrument was signed by the Complainant alone and that where nothing has been done under an agreement Equity will not Compel the Specific performance of it; unless the right to enforce it be Mutual (Lawrenson vs Butter 1 sch & Lef.13) there are other reasons why it could not Operate. By the instrument of the 6.th Complainant agrees to relinquish, his rights in the Land to Defendant Elkins, on being reimbursed the \$235. But what were his rights? He had none. The only right Contemplated, was that which he was entitled on the 7.th July, to the instrument of the 7.th had never been Executed, and Defendant Elkins had failed his Bill to Obtain the benefit of the Contract of the 6.th what relief

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could he have had? the Equitable title was in Carter; he was bound by no Contract; no relief could have been had against him; Black had nothing in the Land legally or equitably; It will make deference if we suppose that Black had paid the \$235 and that this was such a part performance as would have been sufficient to Compell Carter to performance. This would have let in parol proof of the Contract and I must suppose that the same contract would have been proved that has been reduced to writing it is not less clear that the instrument of the 6.th was incomplete and inoperative without reference to another contract which was contemplated.

The Objection to this reasoning is that admitting Black had nothing in the Land when he signed the instrument of the 6.th yet he expected to acquire an equity and was bound by his contract when he did acquire it. He was bound by his stipulation to release to Elkins on being reimbursed the \$235 and he could not in closing his contract with Carter introduced a Condition for his own benefit repugnant to his former stipulation. If A covenants with B to assign to him all the right he shall acquire in a tract of land from C upon the payment of \$100, and C afterwards Covenants to Convey to B, on Condition he shall in Addition to the payment of the \$100 secure to A a further sum of One \$100 due him by D shall this Condition prevail? If the instrument of the 6.th referred to another Contract which was Contemplated, it was not to one which should

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contain such a Condition as this.

The difficulty arises altogether from supposing the instrument of the 6.th to be a contract with defendant Elkins, instead of a contract with Carter.

The Terms of the instrument are to be sure, that Complainant binds himself (not to Defendant but) to Johnson Elkins. But the whole transaction shews that it was Carters Contract and not Elkins; indeed Defendant so expressly States in his answer: "Carter entered into the said agreement for the benefit of Defendant and his father" The Equitable Title to the Land was exclusively in Carter Defendant Elkins had no right in it beyond what was gratuitously offered him. No Consideration proceeded from him; he was no party to any Contract nor bound to any thing. Mr Carter having acquired a right to the Land for an inconsiderable price was willing to do a Kindness to the Defendant or his father and at the same time to do Justice to the Complainant. It was for him to stipulate on what terms they should receive the Contemplated Benefit and they must take it on the terms offered or not at all.

If one of these instrument were a contract with Elkins and the other with Carter I would not Construe them to make one Contract. It would then be like the Case I have supposed, of a Covenant to assign the right which a party expected to acquire for a Specific Consideration. But Mr Carter was Competent to explain

Vary or Complete his own Contract. Black had stipulated with him, that Elkins might redeem and it was for him, that Elkins might redeem and it was for him to explain the Condition- that they should secure what was due to Black. The Elkinses were more Volunteers and until some thing had been done by them to wards the Execution of the Agreement made on their behalf he might have received, or discharged it ~~otherwise~~ altogether. Indeed it is questionable whether Defendant Elkins if he were under the necessity of coming for relief on this Contract, would now entitle himself to the Aid of this Court. I repeat Carter and Black were the Contracting parties and we must look for their meaning by regarding what each has Stipulated.

Strictly Speaking Carter is the person against whom relief is sought; The first Equitable Title is in him; Suppose that Complainant immediately after the Execution of these Instruments had filed his Bill against Carter and both the Elkinses and they had declined as the might have done avail themselves of the agreement what would the Court have done? It would have seen that the substantial purpose of the Agreement was that Complainant should have the Security of the Land for his Judgment against Johnson Elkins and Compelled Carter to mortgage. Could he have alleged, against his his own agreement of the 7.th that Black had agreed

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to Let Elkins redeem on the payment of \$285 and therefore was entitled to have nothing more secured; But this seems to be the true situation of the case Things. The agreement so far as the Elkinses are concerned is at an end. The three Years have elapsed and they have not availed themselves of the Condition Stipulated on their behalf. I must Consider the Tender of the \$285 as a mere trick. The Defendant has refused, and resisted the performance of that which was necessary to entitle him to the Benefit of the Agreement.

The Effect of the Agreement as collected from both Instruments is, that the Land in Question shall be conveyed to either of the Elkinses who shall within three years shall refund to Complainant the \$285 paid by him to Carter and interest, and shall at the same time mortgage the Land to secure to him any other demands, that at the time of the Contract be justly had against ~~them~~ either of them. It does not appear that the Complainant had any other demands than that Judgments mentioned.

No time is agreed within which the money shall be paid or the mortgage forfeited. But the debts were due, and if no future time had been stipulated the mortgage might have been enforced as soon as executed.

It is Ordered and decreed that the Commissioner of this Court on the first Monday in December next proceed to sell the tract of Land mentioned in the proceedings on a credit of six months unless the amount due to the Complainant on the Judgments mentioned against

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Johnson Elkins, and the sum of Two hundred and eighty Dollars paid to the Defendant Carter with Interest to the time of payment shall have been previously paid; Titles to be signed but not delivered; if the terms of sale are not complied with the Land to be resold at the risk of the former Purchaser; Defendant Elkins to pay all costs of Suit

Wm Harper

4180

